AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, November 1, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Major Thomas Richmond with The Salvation Army

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Farm-City Week - November 9-18, 2023
Farm-City Week Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) City Administration: 2024 City of Bradenton Official Calendar
Proposed 2024 City of Bradenton Calendar
b) City Administration: Resolution 23-43 - Affordable Housing Inventory List
Resolution 23-43
c) City Administration: Resolution 23-44: Surplus Property Inventory List
Resolution 23-44
d) Clerk: Minutes from the October 23, 2023 City Council Special Meeting
10-23-2023 City Council Special Meeting Minutes
e) Finance: Budget Adjustment BA23-17
Budget Adjustment BA23-17
f) Legislative: Special Event: Pre-Thanksgiving Celebration
Pre-Thanksgiving Celebration Application and Site Plan
g) Planning & Community Development: Villages of Glen Creek Phase 2 Final Plat
Staff Report, Application, and City Surveyor Approval
h) Police: Budget Adjustment BA23-16

Budget Adjustment BA23-16

i) Public Works & Utilities: FDEP Agreement 23FRP47 for Lift Station 03 Expansion and Lift Station 13 Demolition
FDEP Agreement 23FRP47

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 23-83 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.23.4062 FOR A NEW RESTAURANT WITH OVER 20 SEATS IN THE SUBURBAN COMMERCIAL CORRIDOR (SCC) ZONING DISTRICT, FOR PROPERTY LOCATED AT 7493 MANATEE AVENUE WEST, BRADENTON, FL, AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Resolution 23-83
SU.23.4062 - Application
SU.23.4062 - Staff Report
SU.23.4062 - Presentation
10-18-23 Planning Commission Draft Minutes

b) Planning & Community Development:

Ordinance 4017 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4017
Staff Report
9-20-2023 Planning Commission Draft Minutes

Business Impact Estimate for Ordinance 4017

c) Planning & Community Development:

ORDINANCE 4018 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 2.0, SECTION 2.2.4.1, TYPES OF SPECIAL USES, OF THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, TO CLARIFY THE APPROVAL REQUIREMENTS FOR THE EXPANSION OF SPECIAL USES; AMENDING ARTICLE 4, TABLE 4.7, SPECIFIC FUNCTION AND USE, OF THE BRADENTON FORM BASED CODE, TO ADD USE CATEGORIES INCLUDING SECONDHAND STORE AND PAWNSHOP, AND CHANGING THE STATUS OF MEDICAL CLINICS IN CERTAIN DISTRICTS; AND AMENDING ARTICLE 12, OF THE FORM BASED CODE, DEFINITION OF TERMS, TO DEFINE PAWN, PAWNBROKER, SECONDHAND STORE AND PAWNSHOP; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RETROACTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4018
Staff Report
Application
Business Impact Estimate for Ordinance 4018

d) Public Works & Utilities:

ORDINANCE 4023 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), AND 70-92(H); REQUIRING BUILDING SEWERS OR LATERALS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING BUILDING SEWER INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE BUILDING SEWERS; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4023

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

a) City Administration: Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association (Lieutenants)

b) City Administration: River Run Golf Links Evaluation Report

River Run Golf Links Evaluation Report

c) Community Redevelopment Agency: Central, Downtown, and Tamiami Trail CRA Redevelopment Area Plan Drafts

Central Sustainable Redevelopment Plan
Downtown Sustainable Redevelopment Plan
Tamiami Trail Sustainable Redevelopment Plan

d) Public Works & Utilities: Guaranteed Maximum Price for Public Safety Operations Center (PSOC)
PSOC Building GMP Report

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

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

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

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

AT COUNCIL MEETING:

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

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

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

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

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions

commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Shelley DeZiel, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Farm-City Week - November 9-18, 2023

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Proclamation recognizing Farm - City Week.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Farm-City Week Proclamation

City of Bradenton
Office of the Mayor

bradenton
The Friendly City

Proclamation

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

Farm-City Week
November 9 - 18, 2023

Whereas, in 2023 we celebrate the 68th annual Farm-City Week celebration in Manatee County; and,

Whereas, Farm-City Week is a celebration of agriculture and the contributions the industry has made to the local economy and to the health of all citizens through the food they eat; and,

Whereas, the purpose of Farm-City Week is to educate the community about the diversity of agriculture production in Manatee County; and,

Whereas, Manatee County Agriculture continues to be a major contributor to the local economy with a market value of approximately $360 million dollars in products sold; and,

Whereas, more than 213,000 acres or 37% of the land in Manatee County is currently used in agriculture production; and,

Whereas, there are approximately 750 farms of diverse size and type of production calling Manatee County home; and,

Whereas, the 2023 Farm-City Week theme is 'Innovations in Agriculture' bringing attention to the use of technology in agriculture production, and,

Whereas, the public is invited to join the celebration through the festivities held as part of Farm-City Week; and,

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim November 9 - 18, 2023 as ***"Farm – City Week"*** in Bradenton, and encourage all citizens to celebrate Agriculture and its importance to individuals, families, our community, our state, our nation, and our world.

Gene Brown
Mayor
November 1, 2023

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2024 City of Bradenton Official Calendar

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The proposed 2024 City of Bradenton Official Calendar contains Holiday Observances and dates for City Council meetings for review and approval. This year, the calendar indicates a single Council meeting for the months of January, June, July, October, November, and December. Because of the Florida Redevelopment Association Conference, the month of October was added to the list of months with one City Council meeting.

The Manatee County Board of County Commissioners added Good Friday to their list of holidays and the calendar was approved at the October 24, 2023 BOCC meeting. Because the City normally observes the same holidays as Manatee County, Good Friday was also added as a City holiday.

This calendar does not reflect special or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of the Bradenton City Council.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:

Motion to approve the 2024 City of Bradenton Official Calendar.

ATTACHMENTS:
Proposed 2024 City of Bradenton Calendar

2024 City of Bradenton Official Calendar

BLUE BOX DENOTES COUNCIL MEETING DATES

RED BOX DENOTES HOLIDAYS & OBSERVATIONS

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JAN. 10 & 24 – COUNCIL MEETINGS

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

FEB. 14 & 28 – COUNCIL MEETINGS

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH 13 & 27 – COUNCIL MEETINGS

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APRIL 10 & 24 – COUNCIL MEETINGS

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY 8 & 22 – COUNCIL MEETINGS

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE 12 – COUNCIL MEETING

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY 24 – COUNCIL MEETING

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUG. 14 & 28 – COUNCIL MEETINGS

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SEPT. 11 & 25 – COUNCIL MEETINGS

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCT. 9 & 23 – COUNCIL MEETINGS

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER 13 – COUNCIL MEETING

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER 18 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 4 – Independence Day	December 25 – Christmas Day
January 15 – Martin Luther King Jr. Day	September 2 – Labor Day	
February 19 – Presidents Day	November 11 – Veterans Day	
March 29 – Good Friday	November 28-29 – Thanksgiving Holidays	
May 27 – Memorial Day	December 24 – Christmas Eve	

This calendar does not reflect special or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of the Bradenton City Council.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-43 - Affordable Housing Inventory List

SUGGESTED ACTION: Approve and adopt Resolution 23-43

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In accordance with Florida Statutes Section 166.0451, on October 11, 2023, the City Council conducted a public hearing for the purpose of reviewing properties that could potentially be used for affordable housing.

Section 166.0451 requires that the City adopt a resolution that includes the inventory list of properties available for affordable housing. This resolution identifies those properties in conformance with Florida Statute. The properties are identified on Exhibit A.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-43.

ATTACHMENTS:
Resolution 23-43

CITY OF BRADENTON

RESOLUTION NUMBER 23-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING AN INVENTORY LIST IDENTIFYING PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that every three years, each local government prepare an inventory of all real property within its jurisdiction to which the local government or any dependent special district within its boundaries holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the City of Bradenton is committed to actively encouraging the production of affordable and attainable housing within the City of Bradenton; and

WHEREAS, Section 166.0451, Florida Statutes, requires that the City Council review the inventory list of affordable housing and make revisions as determined necessary; and

WHEREAS, Section 166.0451, Florida Statutes, requires that the City Council adopt a resolution that includes the inventory list of potential affordable housing properties, as revised and that the inventory list be made publicly available on its website to encourage potential development;

WHEREAS, the City Administration has recommended an inventory list of potential affordable housing properties, and the City Council finds the inventory list attached hereto as Exhibit “A" to be appropriate for use as affordable housing; and

WHEREAS, Section 166.0451, Florida Statutes, requires that the City Council make the appropriate real properties listed on the adopted inventory list available through one or more of several specified methods; and

WHEREAS, the City wishes to approve the attached inventory list of real property within the City of Bradenton to which the City of Bradenton or any dependent district within its boundaries holds fee simple title that is appropriate for use as affordable housing.

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

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as appropriate for use as affordable housing.
2. The real properties identified in the inventory list attached as Exhibit "A" shall be offered for affordable housing in any one of the methods provided for in Section 166.0451, Florida Statutes, subject to the discretion of the Council to consider any offers received in the best interests of the City. The term "affordable" has the same meaning as in Section 420.0004(3), Florida Statutes.
3. The City of Bradenton is hereby authorized to further review and conduct any necessary and reasonable due diligence for the real properties identified in the inventory list to further determine the feasibility of those real properties for use as affordable housing, and to take such further action as necessary and appropriate to comply with the requirements of Section 166.0451, Florida Statutes.
4. 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 1st DAY OF NOVEMBER, 2023.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED ASTO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT A

#17 - 18

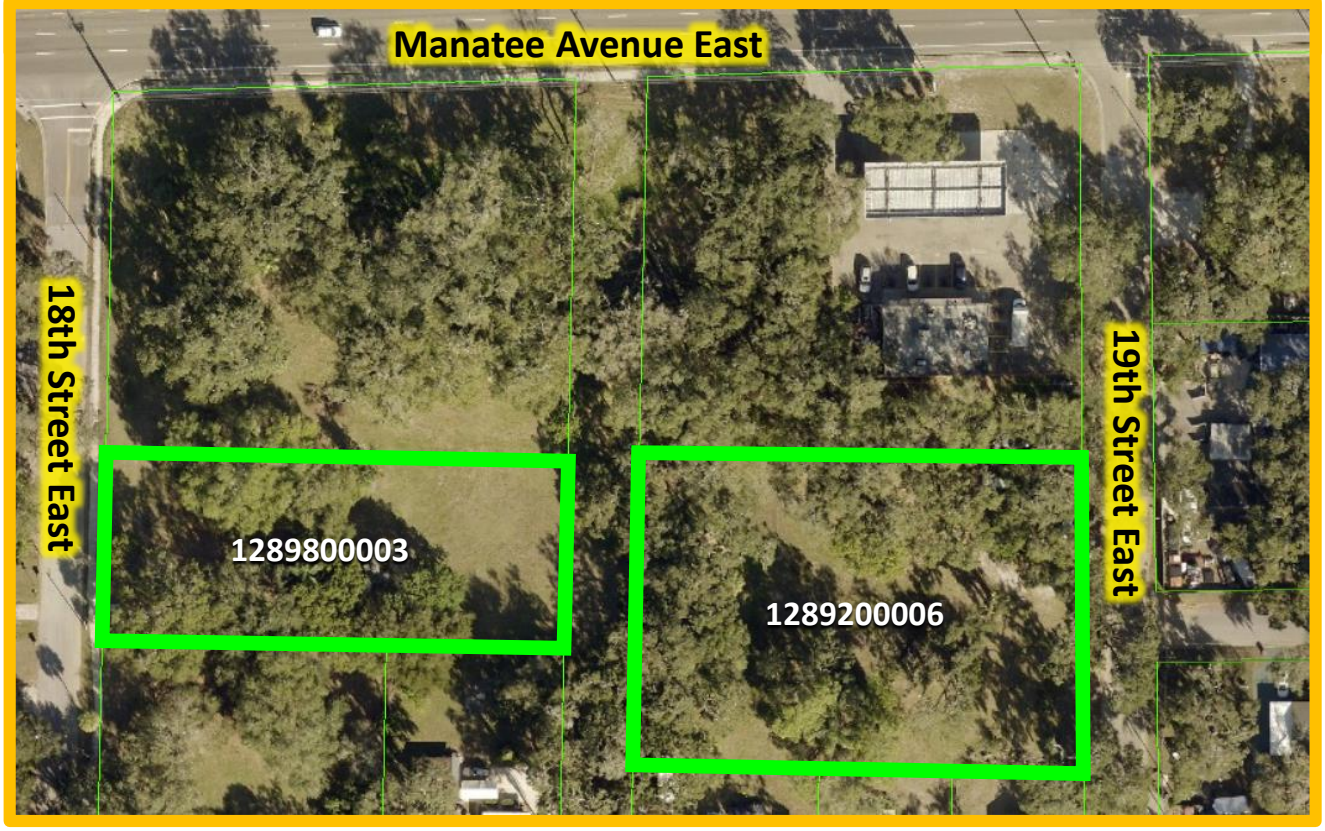
Vacant

520 19th Street East, 519 18th

Street East, Bradenton, FL

Parcel ID#s 1289200006 and 1289800003; 1.0000 and 0.6267 acres mol





Vacant – Across the street from Waste Water Treatment Facility
102 17th Avenue West, Bradenton, FL

PID# 4342500759; 1.0442 acres mol





907 15th Street West
Bradenton, FL
Vacant Parking Lot

PID# 4375700004
0.4890 acres mol





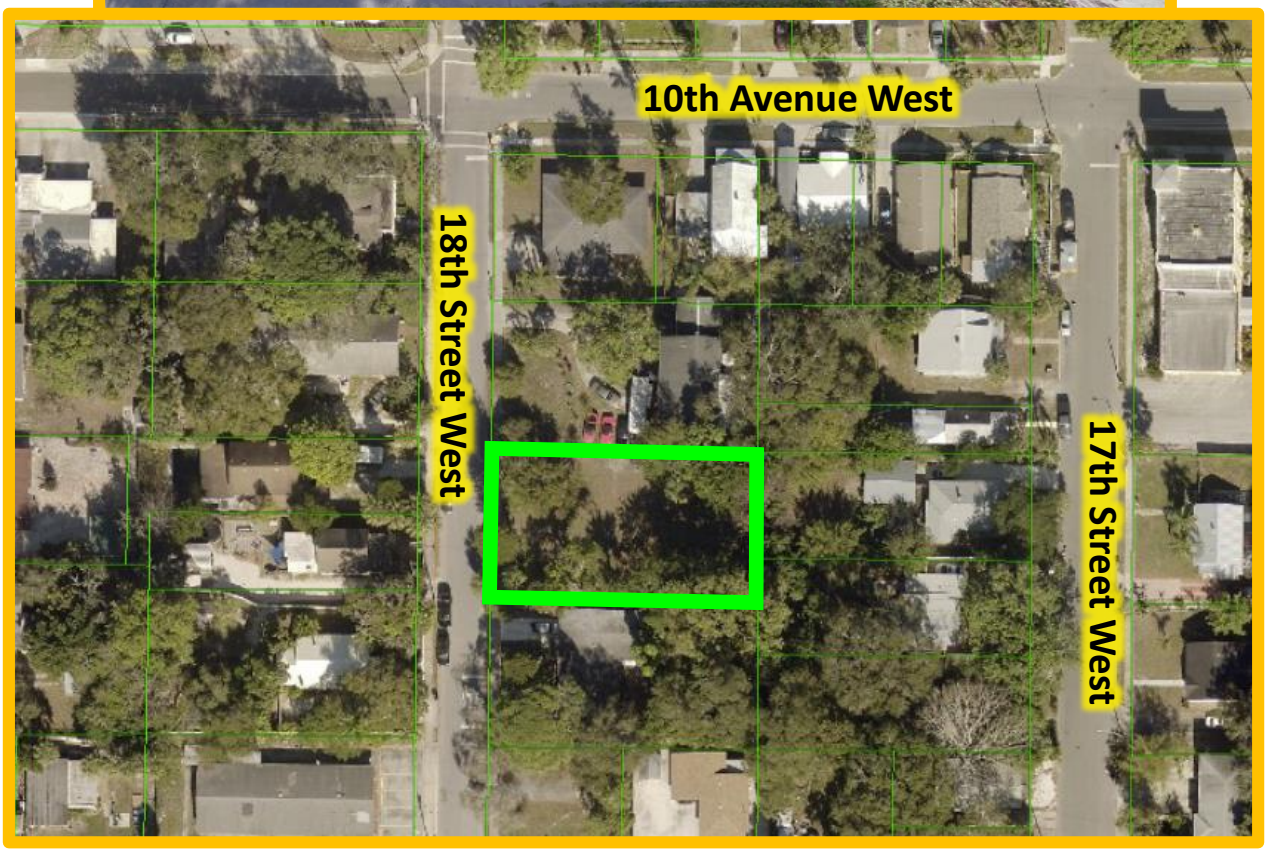
Vacant Lot

#102

1105 18th Street West
Bradenton, FL

PID# 4385500006; 0.2507 acres mol





#160

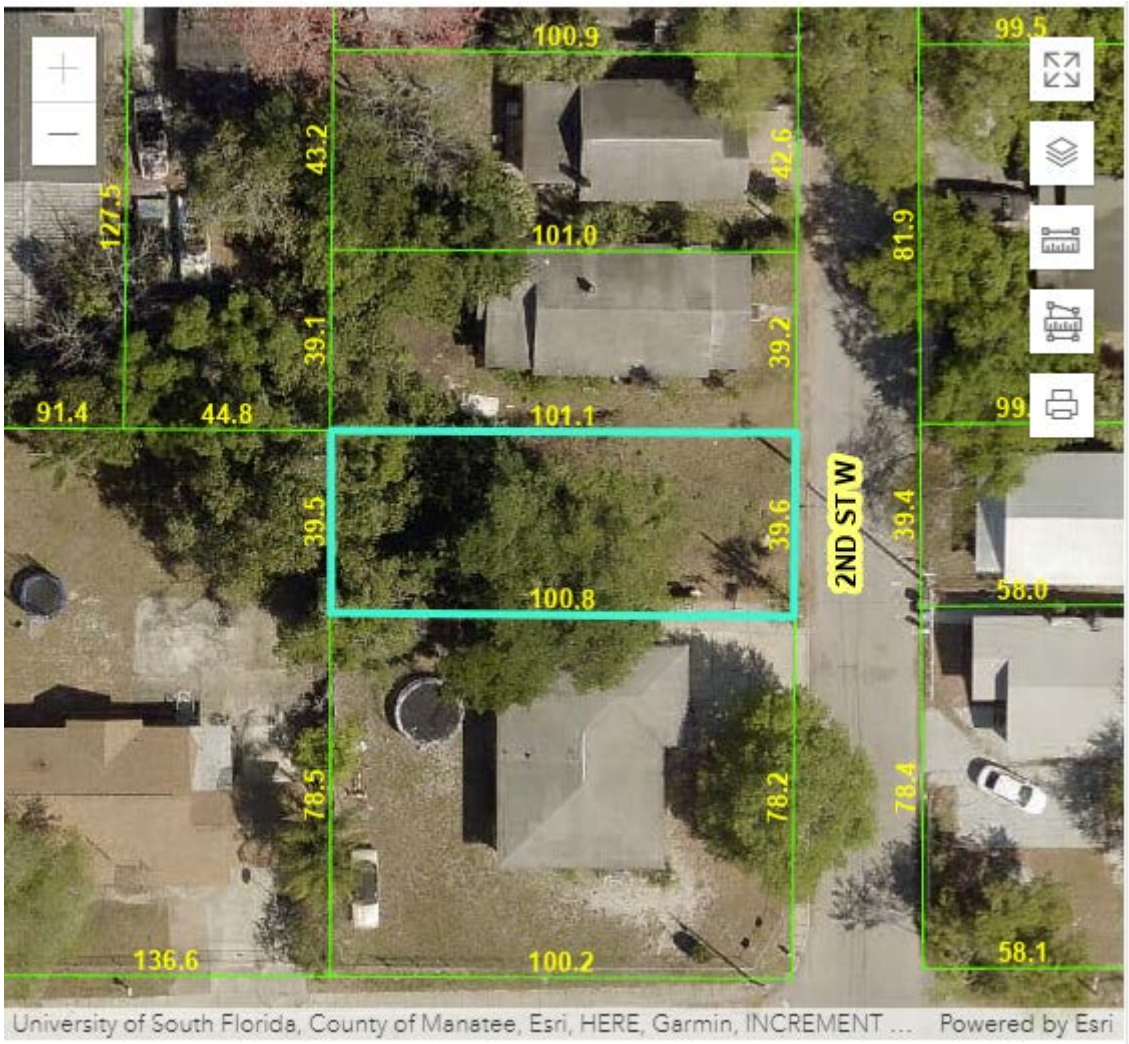
Vacant Lot

1108 2nd St W

Bradenton, FL

PID #4298300007

0.0918 Acres mol



Improved Lot

(former Police substation)

1013 6th Street East

Bradenton, FL

PID# 4596300759; 0.1092 acres mol





Vacant Lot

603 10th Avenue East
Bradenton, FL

PID# 4589100109; 0.1173 acres mol

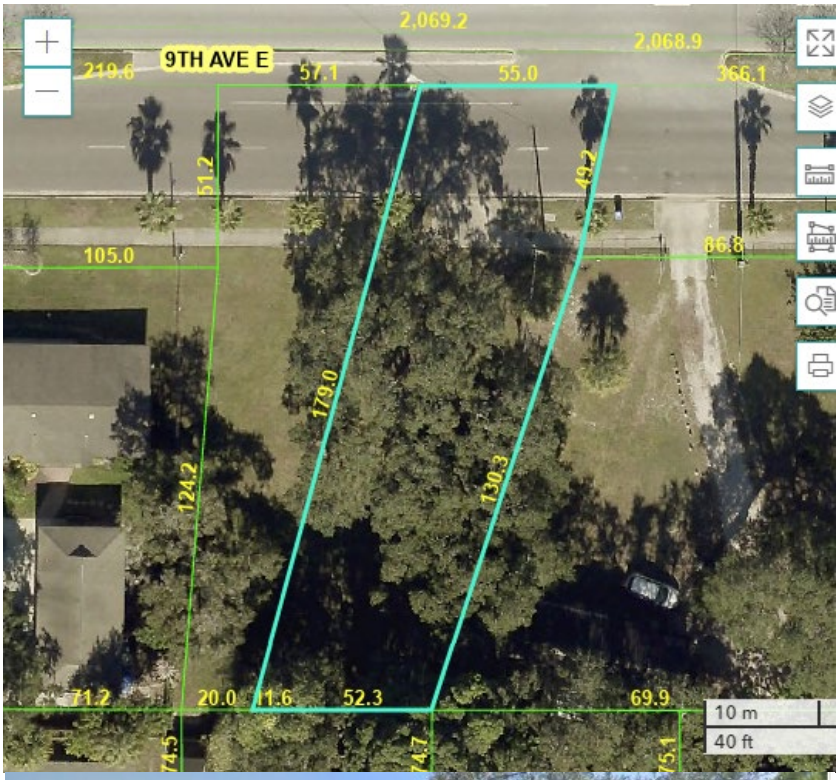


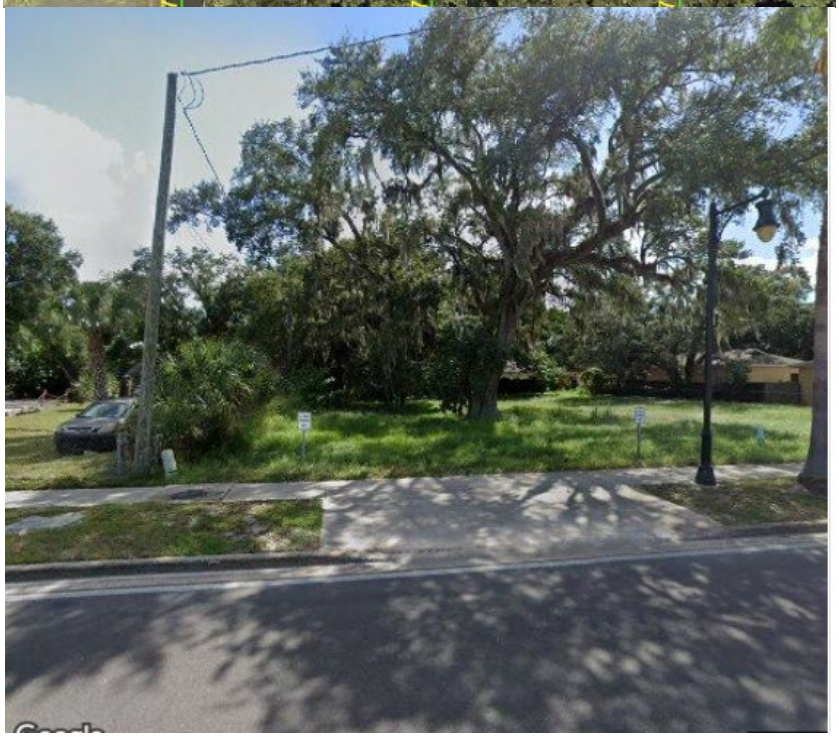


Vacant Lot

530 9th Avenue East
Bradenton, FL

PID# 4594500003; 0.1102 acres mol





P

Vacant Lot

528 9th Avenue East
Bradenton, FL

PID# 4589610007; 0.1102 acres mol





Vacant Lot

636 10th Avenue East
Bradenton, FL

PID# 4588700007; 0.1263 acres mol





Vacant Lot

1223 8th Street East

Bradenton, FL

PID# 4583610003; 0.1079 acres mol





Improved Lot

(Rental Home)

918 3rd Street East

Bradenton, FL

PID# 4613200320; 0.1917 acres mol





Improved Lot

(Rental Home)

916 3rd Street East

Bradenton, FL

PID# 4613200221; 0.1322 acres mol





AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-44: Surplus Property Inventory List

SUGGESTED ACTION: Approve and adopt Resolution 23-44

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 11, 2023, the City Council conducted a public hearing for the purposes of reviewing properties that could potentially be declared surplus because they are no longer needed for a municipal purpose by the City, and the possible sale or transfer is in the best interests of the City. This resolution identifies those properties that have been declared as surplus in Exhibit A.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approve

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-44.

ATTACHMENTS:
Resolution 23-44

CITY OF BRADENTON

RESOLUTION NUMBER 23-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING AN INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED SURPLUS, AND TO BE MADE PUBLICLY AVAILABLE ON ITS WEBSITE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration by City Council of potential surplus properties at the October 11, 2023 council meeting, the city administration department has recommended an inventory list of property declared as surplus and to be made publicly available on its website, and the City Council finds the inventory list attached hereto as Exhibit "A" to be appropriate; and

WHEREAS, the City wishes to approve the attached inventory list of real property within the City to which the City hold fee simple title declared as surplus, but that is not appropriate for use as affordable housing.

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

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as surplus and for the list to be made publicly available on the City of Bradenton website.
2. The real properties identified in the inventory list attached as Exhibit "A" may be offered for sale, subject to the discretion of the City Council to consider any offers received in the best interests of the City and to reject any and all offers.
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 1st DAY OF NOVEMBER, 2023.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

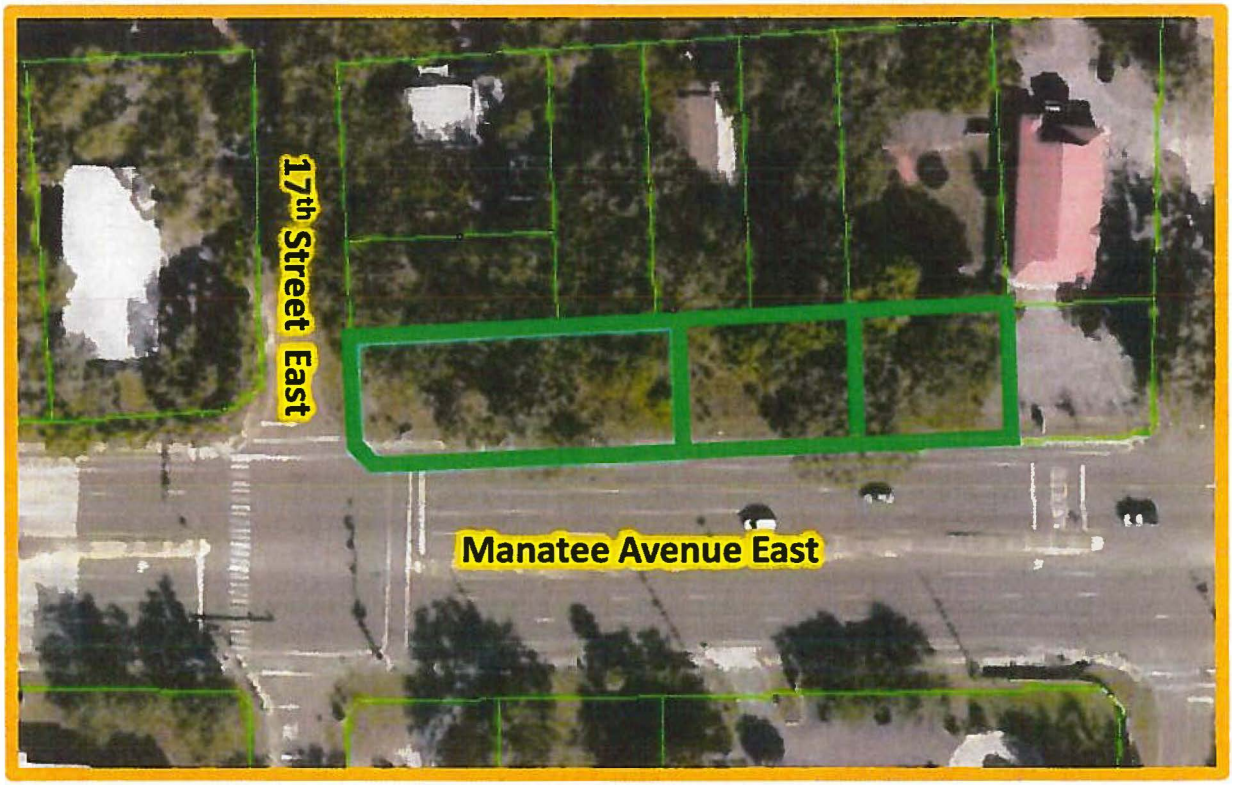
Scott Rudacille
CITY ATTORNEY

3784257v1

1701, 1719, and 1723 Manatee Avenue East Bradenton, FL (Three Vacant Properties)

Parcel ID #s 1249301009, 1249501009, and 1249701009)
0.2523, 0.1363, and 0.1353 acres mol





Vacant Lots used for Drainage and Church Parking

#43 & 44

1125 8th Avenue East

Bradenton, FL

Portions of Parcel ID #3227900069 & 3227700059 totaling 0.564 acres mol





A portion of these parcels will be utilized for a pond which is part of the east side stormwater project. Parcel #3227900069 is leased to the Truth Bible Church for parking. If the City decides to sell we would need to give them 30 days' prior notice. The portion of the parcels shown in red can be declared as surplus and sold to the Church or declared suitable for affordable housing. The parcels would need to be re-platted. An appraisal for just that 0.564 acres has been obtained which shows a value of $110,000 with the highest and best use being residential.

2104 12th Avenue West
Bradenton, FL (Burriss House)

PID# 4071600003
0.4890 acres mol





Acquired by City in a settlement of inverse condemnation. There are no restrictions on this property and it is not located in a CRA. Need for Council to declare as surplus so that it can be sold. Property is insured at assessed value of $246,500. The total cost of settlement was in neighborhood of $390,000. A current appraisal should be obtained.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 23, 2023 City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the October 23, 2023 City Council Special meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 23, 2023 City Council Special meeting.

ATTACHMENTS:
10-23-2023 City Council Special Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL SPECIAL MEETING MINUTES

October 23, 2023
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Monday, October 23, 2023.

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

City Officials: Rob Perry, City Administrator; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Brown called the meeting to order.

CITIZEN COMMENT: None.

NEW BUSINESS:

a) City Administration: Recommendation for Award for RFQ 23-021EJ Construction Manager at Risk (CMAR) Services for Bradenton Police Department Headquarters

Rob Perry, City Administrator, explained the Evaluation and Ranked Selection Committee meeting was held on October 11, 2023, and NDC Construction was the recommended Construction Manager at Risk (CMAR) for the new Police Headquarters.

MOTION TO AUTHORIZE THE AWARD FOR RFQ 23-021EJ AND TO PURSUE A CONTRACT WITH NDC CONSTRUCTION was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 4-1. Councilwoman Gonzalez Moore voted no.

b) City Administration: MUSCO Sports Lighting for LECOM Park

Mr. Perry explained that the City advertised a notice of intent to award a single or sole source for obtaining new LED lighting fixtures for LECOM Park. He said the City did not receive any replies to counter the award to Musco Lighting, and therefore, was moving forward with procuring the new lighting fixtures. He concluded that the funding would come out of the Spring Training Facilities Capital Reserve that the City has with the Pittsburgh Pirates for LECOM Park.

MOTION TO APPROVE THE CONTRACT WITH MUSCO SPORTS LIGHTING, LLC was made by Councilwoman Barnebey and seconded by Councilman Cramer. The motion passed 5-0.

Mayor Brown adjourned the City Council meeting at 8:38 a.m.

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-17

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FY 2022-23 year-end budget adjustments.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA23-17.

ATTACHMENTS:
Budget Adjustment BA23-17

RESOLUTION NUMBER BA23-17

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2022-2023 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 Fiscal Year 2023 year end 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 1st DAY OF NOVEMBER, 2023.

_____
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: 10/19/2023

Budget Adjustment #: BA23-17

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: 2023 Fiscal Year End 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: 00104 331200 Hid23
Line item description: High Intensity Drug Traffic

Increase (in $): 50,025.00 Decrease (in $):

Account Number: 00104 331200 Htraf
Line item description: HumanTrafficing Task Force

Increase (in $): 41,744.00 Decrease (in $):

Account Number: 00151300 534000
Line item description: Contractual Services

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

Account Number: 00151300 534100
Line item description: Bank Fees

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

Account Number: 00151310 531000
Line item description: Legal Fees

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

Account Number: 00151310 534000
Line item description: Contractual Services

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

Account Number: 00151400 531000
Line item description: Legal Fees

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

Account Number: 00151910 534000
Line item description: Contractual Services

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

Account Number: 00151910 543000
Line item description: Electricity-Utility Services

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

Account Number: 00151910 546100
Line item description: Building Repair & Maintenance

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

Account Number: 00152100 531100
Line item description: Medical Fees

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

Account Number: 00152100 534000
Line item description: Contractual Services

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

Account Number: 00152160 534000 Hid23
Line item description: Contractual Services

Increase (in $): 12,287.00 Decrease (in $):

Account Number: 00152160 564000 Htraf
Line item description: Mach & Equipment-Capital Outlay

Increase (in $): 10,875.00 Decrease (in $):

Account Number: 00152160 564000 Wcind
Line item description: Mach & Equipment-Capital Outlay

Increase (in $): 58,963.00 Decrease (in $):

Account Number: 00152200 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 18,000.00

Account Number: 00152200 541000
Line item description: Communication Services

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

Account Number: 00152200 543000
Line item description: Electricity-Utility Services

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

Account Number: 00152200 552200
Line item description: Vehicle Fuel

Increase (in $): 18,000.00 Decrease (in $):

Account Number: 00154100 543200
Line item description: Tonnage Charges

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

Account Number: 00154100 552200
Line item description: Vehicle Fuel

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

Account Number: 00154100 553000
Line item description: Road Materials & Supplies

Increase (in $): Decrease (in $): 80,000.00

Account Number: 00154100 553200
Line item description: Road Improvement Supplies

Increase (in $): 160,000.00 Decrease (in $):

Account Number: 00157200 534000
Line item description: Contractual Services

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

Account Number: 00157200 543000
Line item description: Electricity-Utility Service

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

Account Number: 00157200 546300
Line item description: Vehicle Repair & Maintenance

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

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

Increase (in $): 236,206.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 391,562.00

Account Number: 11301 324610
Line item description: Resid-Culture/Rec Impact Fee

Increase (in $): 35,000.00 Decrease (in $):

Account Number: 11357200 563000 19801
Line item description: Riverwalk-Park Improvements

Increase (in $): 35,000.00 Decrease (in $):

Account Number: 12555471 583000 1210C
Line item description: Other Grants & Aid-CDBG Rehab

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

Account Number: 12555471 583000 1210D
Line item description: Other Grants & Aid-CDBG Public Svc

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

Account Number: 18503 331500 Ian
Line item description: Economic Environment/Federal Grant

Increase (in $): 205,636.00 Decrease (in $):

Account Number: 18503 331500 Idala
Line item description: Economic Environment/Federal Grant

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

Account Number: 18503 334390 Ian
Line item description: Other Phys Environment/State Grant

Increase (in $): Decrease (in $): 150,235.00

Account Number: 18503 334390 Idala
Line item description: Other Phys Environment/State Grant

Increase (in $): 45,000.00 Decrease (in $):

Account Number: 18505 381001
Line item description: Interfund Transfer from Gen Fund

Increase (in $): 236,206.00 Decrease (in $):

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

Increase (in $): 55,766.00 Decrease (in $):

Account Number: 18552500 514000 Idala
Line item description: Overtime

Increase (in $): 359,943.00 Decrease (in $):

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

Increase (in $): 30,905.00 Decrease (in $):

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

Increase (in $): 83,946.00 Decrease (in $):

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

Increase (in $): 42,487.00 Decrease (in $):

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

Increase (in $): 671.00 Decrease (in $):

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

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

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

Increase (in $): 11,852.00 Decrease (in $):

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

Increase (in $): 540.00 Decrease (in $):

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

Increase (in $): 7,000.00 Decrease (in $):

Account Number: 18552500 551100 Idala
Line item description: Equipment under $5,000

Increase (in $): 406.00 Decrease (in $):

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

Increase (in $): 12,833.00 Decrease (in $):

Account Number: 40253320 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 208,000.00

Account Number: 40253515 546200
Line item description: Equipment Repair & Maint

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

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

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

Account Number: 40253515 552900
Line item description: Chemical Supplies

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

Account Number: 40253520 534000
Line item description: Contractual Services

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

Account Number: 40253520 543000
Line item description: Electricity-Utility Services

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

Account Number: 40253600 534100
Line item description: Bank Fees

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

Account Number: 46053400 546200
Line item description: Equipment Repair & Maintenance

Increase (in $): Decrease (in $): 17,000.00

Account Number: 46053400 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 17,000.00 Decrease (in $):

Account Number: 46053400 552200
Line item description: Vehicle Fuel

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

Account Number:46053412 543200
Line item description: Tonnage Charges

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

Account Number: 46053412 552200
Line item description: Vehicle Fuel

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

Account Number: 46053415 543200
Line item description: Tonnage Charges

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

Account Number: 48202 354120
Line item description: Local Ord Viol-Web Payments

Increase (in $): 13,500.00 Decrease (in $):

Account Number: 48254500 512000
Line item description: Regular Salaries & Wages

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

Account Number: 48254500 522000
Line item description: City Retirement Contribution

Increase (in $): 2,500.00 Decrease (in $):

Account Number: 48254500 564000
Line item description: Mach & Equip-Captial Outlay

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

Account Number: 48254500 564000 Vbord
Line item description: Video Board-Parking Garage

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

Account Number: 49002 347230
Line item description: Green Fees

Increase (in $): 108,909.00 Decrease (in $):

Account Number: 49057220 512000
Line item description: Regular Salaries & Wages

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

Account Number:49057220 513100
Line item description: Part Time Salaries & Wages

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

Account Number: 49057220 521000
Line item description: City Fica Contribution

Increase (in $): 9,000.00 Decrease (in $):

Account Number: 49057220 522000
Line item description: City Retirement Contribution

Increase (in $): 17,000.00 Decrease (in $):

Account Number: 49057220 524000
Line item description: Workers Compensation

Increase (in $): 2,500.00 Decrease (in $):

Account Number: 49058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 29,591.00

Account Number: 57002 349600
Line item description: Medical-Retiree/Cobra

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

Account Number: 57056210 531100
Line item description: EAP

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

Account Number: 57056210 534000 Bcadm
Line item description: Bcbs Admin Fees

Increase (in $): Decrease (in $): 72,000.00

Account Number: 57056210 545700
Line item description: Medical Claims

Increase (in $): 70,000.00 Decrease (in $):

Account Number: 57056210 545700 FSA
Line item description: Insurnace-Fsa Contributions

Increase (in $): 2,000.00 Decrease (in $):

Account Number: 58002 369350
Line item description: Reinsurance Proceeds

Increase (in $): 132,700.00 Decrease (in $):

Account Number: 58056220 531100
Line item description: Medical Fees

Increase (in $): 1,600.00 Decrease (in $):

Account Number: 58056220 534000
Line item description: Contractual Services

Increase (in $): 2,100.00 Decrease (in $):

Account Number: 58056220 545700 Claim
Line item description: Workers Comp Claims

Increase (in $): 129,000.00 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 10/25/2023

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: Pre-Thanksgiving Celebration

Event Date: 11/22/2023

Purpose of Event: holiday celebration block party

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

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

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/22/2023	Wednesday	3pm		
Event Day 1	11/22/2023	Wednesday	7p	11p	1000
Event Day 2	11/23/2023	Thursday		1am(load out)	
Event Day 3					
Break Down					

Number of years event has been held: 0

Past Attendance: ?

(03/2022)

Is there a fee to attend the event? Yes 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'	<20	in parking areas on street

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

Will a stage be used for the event? 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? _____

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.

Live band with sound reinforcement to cover city block

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

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes X No

Solid Waste Service? Yes X No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes X No

Please indicate how many and location on required site plan. 4 standard and 1 ADA

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 X 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 Pre-Thanksgiving Celebration (event), scheduled for (date&hours), 11/22/2023, from 7pm to 11pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

10/25/23
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

10/25/23
Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

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

Name of Event: Pre-Thanksgiving Celebration

Start Date: 11/22/2023 End Date: 11/23/2023 Start Time: 7p End Time: 11p

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

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

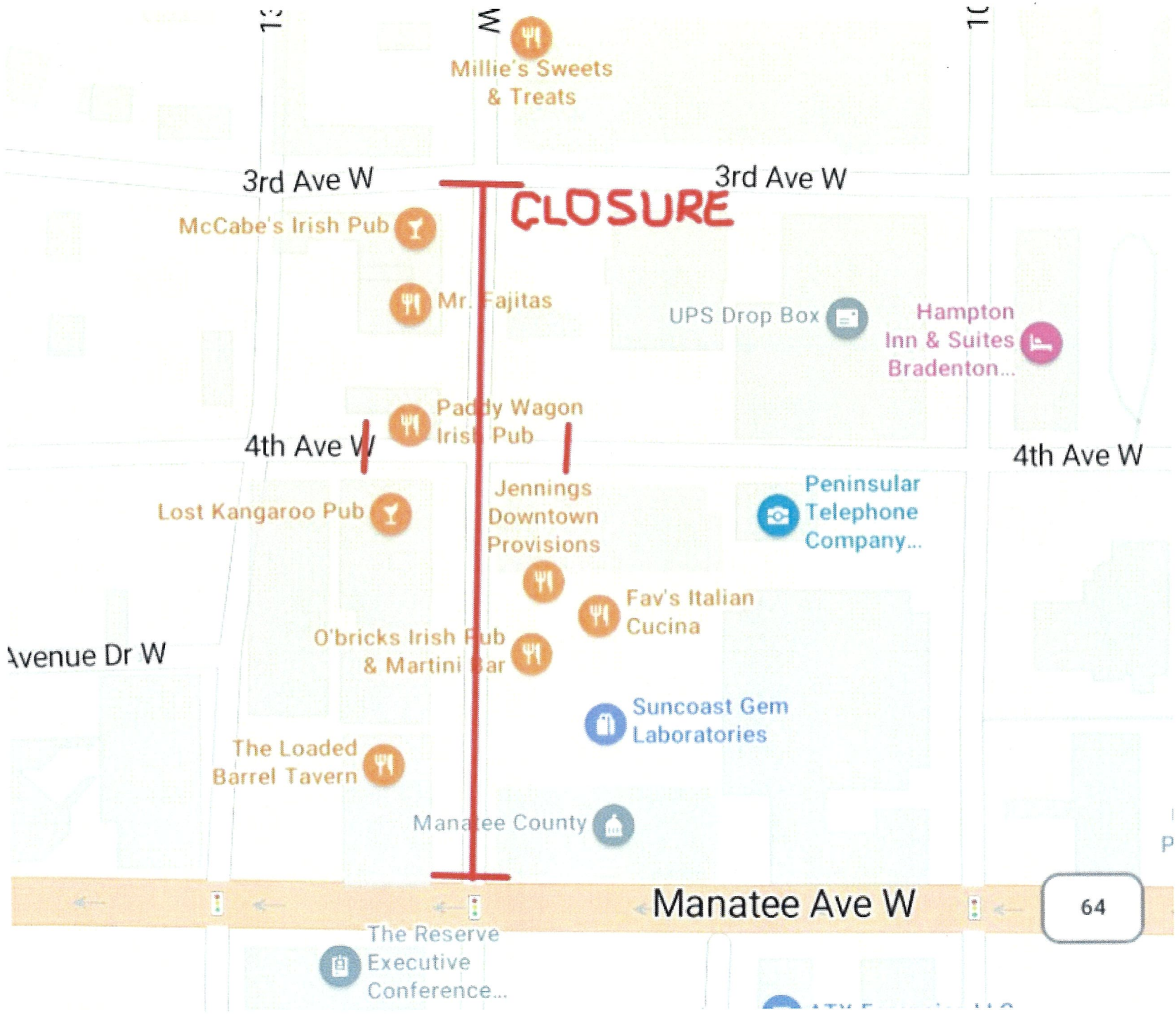
Street closure and load in start at 3pm, 11/22/23, load out complete by 1am 11/23/23

Proposed detour route (include alternative road and map):

Additional notes and comments:

Need bolsters put up for public safety during event.

(03/2022)


Millie's Sweets & Treats
3rd Ave W
3rd Ave W
CLOSURE
McCabe's Irish Pub
Mr. Fajitas
UPS Drop Box
Hampton Inn & Suites Bradenton...
Paddy Wagon Irish Pub
4th Ave W
4th Ave W
Jennings Downtown Provisions
Peninsular Telephone Company...
Lost Kangaroo Pub
Fav's Italian Cucina
O'bricks Irish Pub & Martini Bar
Avenue Dr W
Suncoast Gem Laboratories
The Loaded Barrel Tavern
Manatee County
Manatee Ave W
64
The Reserve Executive Conference...

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Villages of Glen Creek Phase 2 Final Plat

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The applicant is requesting Final Plat approval for the Villages of Glen Creek Phase 2. The Final Plat represents 199 single-family lots with common open space that includes drainage areas and a public lift station.

City Surveyor David Cronkhite, PSM, of the City of Bradenton Public Works and Utilities Department, has certified the Plat to be in accordance with Florida Statute 177.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Villages of Glen Creek Phase 2 Final Plat.

ATTACHMENTS:
Staff Report, Application, and City Surveyor Approval

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 1, 2023

Staff Report

Case Number:	SF.23.4253
Applicant:	GTIS I VGC LP
Address:	City of Bradenton, Manatee County, Florida
Parcel IDs:	1378807659, 1378808059, 1378807709, 1378807809, 1378807759, 1378808009, 1384210209, 1378800159, 1383800057, 1383500059, 1383300059, 1383100059, 1384510051, 1382105109. 1384700059
Zoning:	Planned Development Project (PDP)
Future Land Use:	RESLOW

SUMMARY OF REQUEST:

The applicant is requesting final plat approval for Villages of Glen Creek Phase 2. The subject plat represents 199 single-family home lots with common open space that include drainage areas and a public lift station.

City Surveyor David Cronkhite, PSM, of the Bradenton Public Works & Utilities Department, has certified the plat to be in accordance with Florida Statute 177.

LAND USE REGULATIONS:

2.2.11 Subdivision Plat Approval.

2.2.11.1 Requirement. The recording of a Final Subdivision Plat (Final Plat) approved as set forth in these LURs is required prior to the subdivision of property. For the purposes of these LURs, "subdivision" is defined as: the division of a parcel of land into three or more lots or parcels of land less than five acres each, for the purpose, whether immediate or future, of transfer of ownership; or any division of land regardless of the size of parcels if the establishment of a new street is involved.

2.2.11.2 Application.

d. Final Plat submission.

Following the approval of the site improvement plans, the Final Plat and a paper or electronic application may be submitted. In addition, a reproducible plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital .dwg format. However, the Final Plat shall not be accepted for review if the reservation of capacity has expired (See Subsection 2.2.10.4.a.iv below). The number of copies of the Final Plat, application information required for review, and deadlines for submission are set forth in the Procedures Manual maintained by the PCD Director. Also required are a completed application form, the fee set forth in Appendix A and the Final Plat showing information as required in F.S. Chapter 177.

2.2.11.4 Review and Approval

b. Final Plat requirements.

i. Prior to forwarding the Final Plat to City Council for approval, a certification of one of the following must be obtained from Public Works.
   a) All required public improvements have been completed to the satisfaction of the Director of Public Works and are accepted by the City.
   b) A bond or letter of credit deemed sufficient by the City Clerk and the Director of Public Works has been posted.

ii. Surveyors Certificate of Approval certifying that the Final Plat has been reviewed for conformity with the requirements of F.S. Chapter 177, these LURs and the subdivision ordinance of the City.

iii. If the Final Plat is substantially in accord with the approved Preliminary Plat, fulfills all attached conditions and stipulations, and the applicant has furnished proof that the taxes are paid to date as required by F.S. 197.192, and is complete and contains all of the required certifications, the City Council shall approve the plat, and the Mayor shall indicate such approval on the Final Plat by signing the certification of approval for recording. Approval of the Final Plat shall reserve capacity of public facilities for a period of two years except that reservation for single-family subdivisions shall have no expiration date. At the end of the two years, the reservation shall expire for all lots which have not received Building Permits for structures (See Subsection 4.1.1.5).

iv. If the Final Plat is disapproved, the grounds for disapproval shall be stated in the record of the City Council and in writing to the applicant.

Chapter 2.2.11.5 Recording. When all certifications have been made by the City, the City Clerk and Treasurer shall record the Final Plat with the Clerk of the Circuit Court as an official plat of record. A second reproducible and fully certified copy shall be filed with the PCD director for permanent record.

STAFF RECOMMENDATION:

The application for a final subdivision plat meets the criteria for review. The preliminary plat is consistent with Bradenton's Land Use Regulations and has been certified per the City Surveyor.

Staff recommends approval of SF.23.4253

Respectfully submitted,



Gregory J. DeLong
Asst. Director of PCD

Exhibits:

- Location Map
- Future Land Use Map
- Zoning Map



SF.23.4253 Final Plat

Villages of Glen Creek - Phase 2

Owner: GTIS I VGC LP

PIDs: many

Bradenton Department of
Planning and Community Development

Location

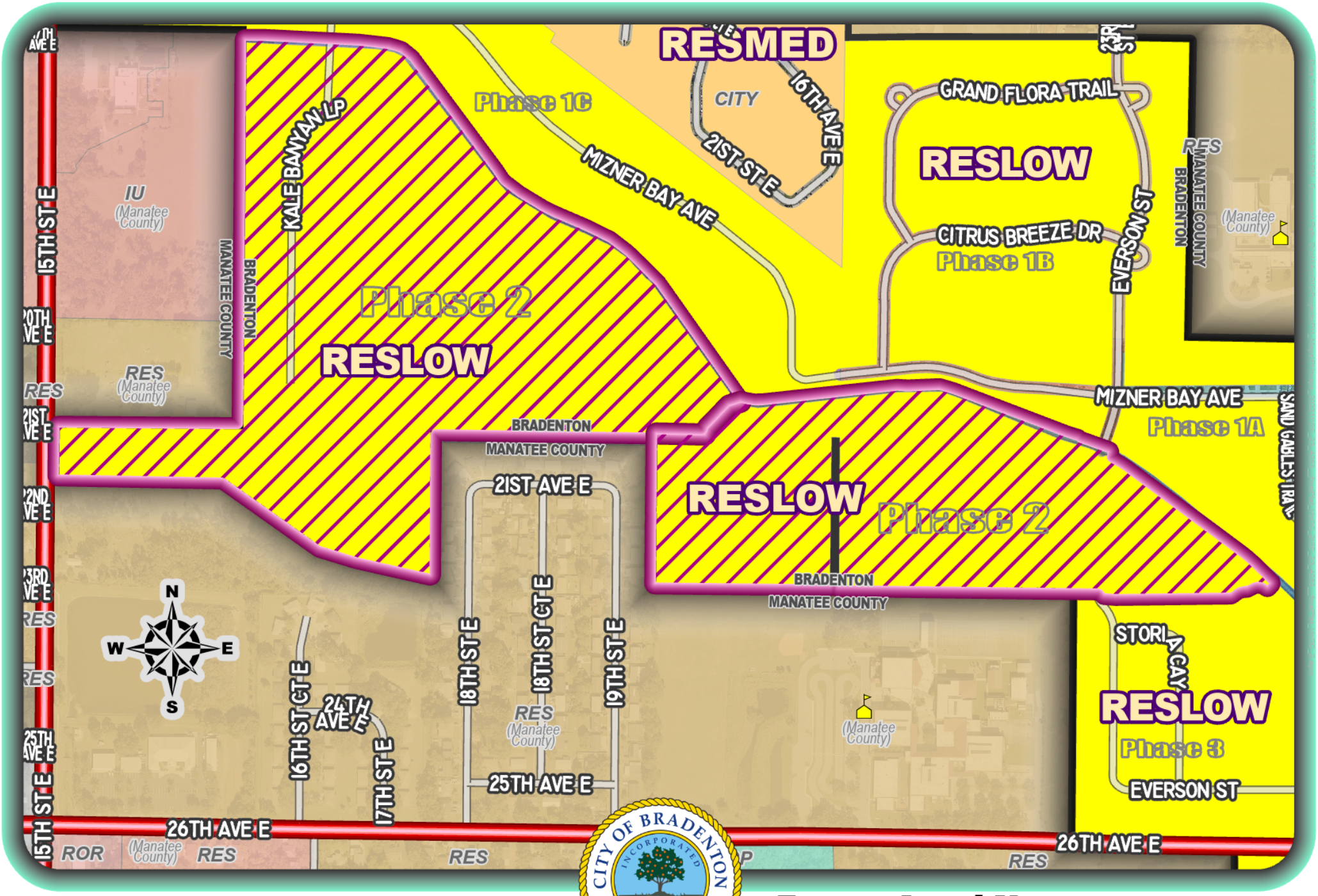
0 75 150 225

Yards

LEGEND

Bradenton Boundary

VoGC Phase 2



SF.23.4253 Final Plat

Villages of Glen Creek - Phase 2

Owner: GTIS I VGC LP

PIDs: many

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Future Land Use

0 100 200 300

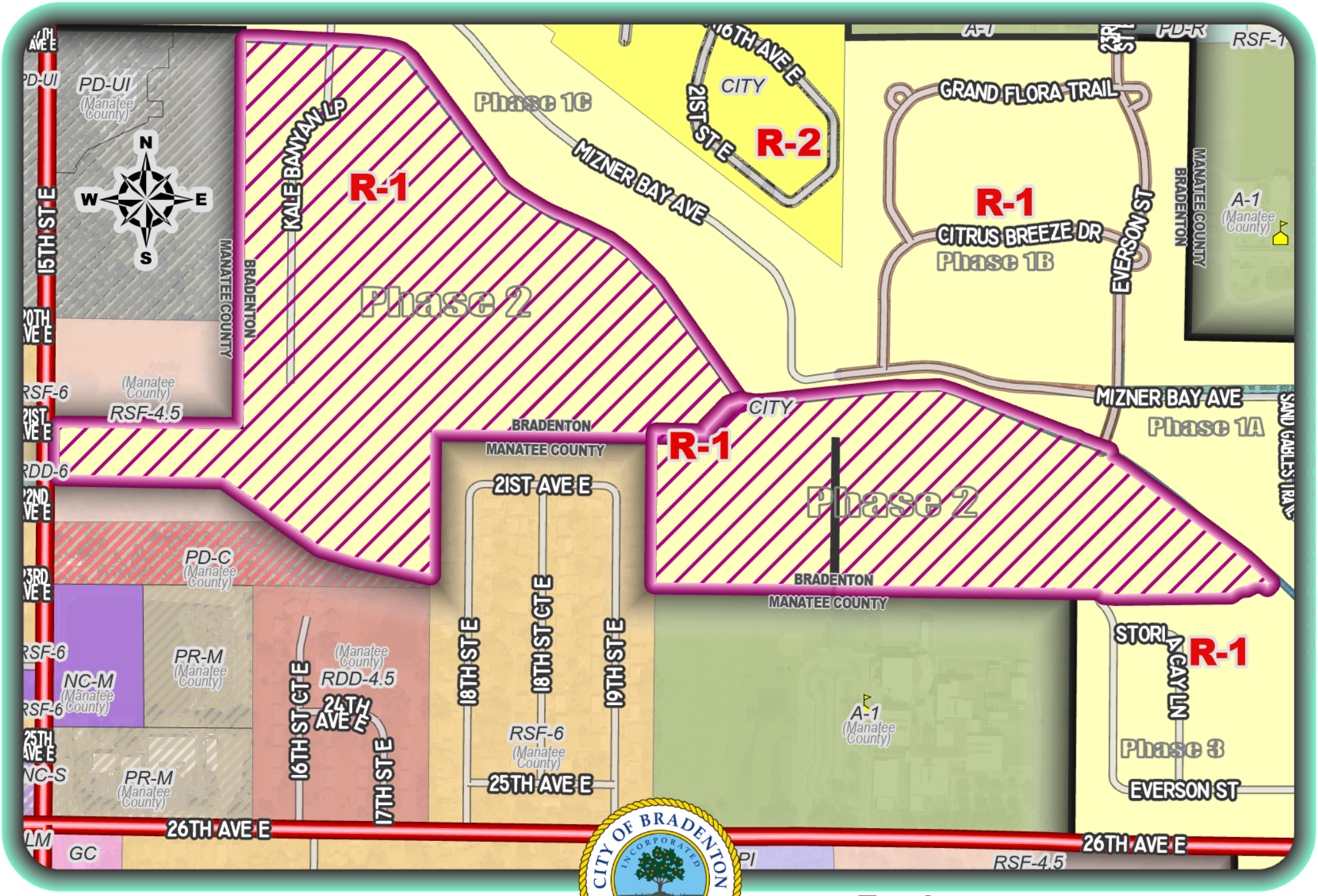
Yards

LEGEND

VoGC Phase 2

VoGC Phase 2

Bradenton Bounda



SF.23.4253 Final Plat

Villages of Glen Creek - Phase 2

Owner: GTIS I VGC LP

PIDs: many

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Zoning

0 100 200 300

Yards

LEGEND

VoGC Phase 2

VoGC Phase 2

Bradenton Bounda

RECEIVED
By Isabell Salazar at 8:28 am, Oct 17, 2023

Subdivision Plat Application

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

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: GTIS I VGC, LP

Owner Address: 2502 N Rocky Point Drive #1050, Tampa 33607 Telephone: 813-288-8078

Name of Agent: Tuyen L. Tran, P.E., Ardurra Group, Inc.

Agent Address: 2930 University Parkway Sarasota, FL 34243 Telephone: 813-880-8881

Owner/Agent Email: ttran@ardurra.com

PROPERTY INFORMATION (REQUIRED)

Property Address: City of Bradenton, Manatee County, FL

Subdivision Name/Phase: Villages of Glen Creek / Phase 2

Parcel ID: 1378807659,1378808059,1378807709,1378807809,1378807759,1378808009,1384210209,137880(Acreage: 51.246

Zoning District: _____ Future Land Use: 9908

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

Ward #: _____ Neighborhood #: 4072; VILLAGES OF GLEN CREEK

*click to view Ward map *click to view Neighborhoods map

Indicate Type of Subdivision Plan Request: Preliminary Final

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Include one electronic copy (pdf) of application and all support materials.

▶ **Preliminary Subdivision Plat Application**
- Preliminary Subdivision Plat Fee: $2,820
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Four (4) copies of Preliminary Subdivision Plat (see page 2 for Plan requirements)
- Concurrency Review Application (see page 4 for Concurrency Review requirements)

▶ **Final Subdivision Plat Application**
- Final Subdivision Plat Fee: $1,200 (includes recording fees and surveyor certifications)
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Four (4) copies of Final Subdivision Plat (see pgs 6-9 for checklist, pdf and dwg of final review.
- Proof that taxes are paid to date
- Copy of Site Improvement Permit Approval Letter
- One (1) set of mylar copies of Final Subdivision Plat for recording (submit after final review by Staff)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of ~~Owner~~/Applicant Date 10/5/23 SIGN HERE

CITY STAFF ONLY

Application Fees:
Fee Required: **Pre: $2,820**
Final: $1,200

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

FEE COLLECTED: $_____
RECEIPT #: _____

APPLICATION #: 234253

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

SITE PLAN REQUIREMENTS — REQUIRED

The requirement for a **Preliminary** Subdivision Plat is waived for a subdivision of five lots or less and no new streets are proposed.

SITE PLAN REQUIREMENTS (for PRELIMINARY and FINAL SUBDIVISION):
The Subdivision Plan shall be drawn at a scale of 1"=200" or larger and shall show the following:

A. *Name of subdivision*
B. *Names and addresses of the owners, contractor, planner, architect, engineer or surveyor and the owners of adjacent property*
C. *Date, approximate north point and graphic scale*
D. *Legal description and acreage of land within the project*
E. *Contours at an interval of not greater than five feet or at a lesser interval if deemed necessary by the Planning Commission*
F. *Boundary lines of the project and their bearings and distances*
G. *Existing and proposed easements and their locations, widths, bearings and distances*
H. *Streets and waterways on and adjacent to the project and their names, widths, bearings and other dimensions as may be required*
I. *Utilities on and adjacent to the project showing proposed dimensions and connections to existing utility systems*
J. *Access roads and their relationship to existing and proposed streets, alleys and other public ways*
K. *Sites, and the acreages, if any, to be reserved for parks, playgrounds, schools or public uses*
L. *Lot lines, lot numbers, and blocks*
M. *The following supplementary material shall accompany the Preliminary Plat:*
    1. *General location and vicinity map*
    2. *Whenever part of a tract is proposed as an immediate project and additional parts of the tract are intended to be proposed as projects in the future, a sketch plan for the entire tract shall be submitted at the same time the Preliminary Plat for the first part of the tract is submitted*
    3. *Proposed method of assuring the perpetual ownership and maintenance of areas within the project that are to be used for open space, recreational or other common or public purposes, including a detailed statement of such assurance, including covenants, agreements or other specific documents as required*
    4. *Copies of proposed restrictions or protective covenants, if any.*

Subdivision Plat Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PRELIMINARY SUBDIVISON PLAN PROCEDURES

PRELIMINARY SUBDIVISION PLAT REVIEW PROCEDURE:

Prior to the preparation of a Preliminary Subdivision Plat, the developer of a subdivision shall meet with the Development Review Committee (DRC) to discuss the concept of the proposed subdivision and the requirements of the Land Use Regulations (LUR). The developer shall provide a conceptual plan showing the tract of land, its relationship to the surrounding properties and general development scheme. The Pre-Application meeting and informal review is designed to prevent costly and avoidable revisions in the layout.

After application submittal, The Preliminary Subdivision Plat shall be reviewed by the DRC and Planning Commission per the requirements of Section 4.2 of the Land Use Regulations. The Planning Commission shall hold a public hearing on the application and shall recommend to the City Council to approve, approve with stipulations, or deny the request.

The City Council, after receiving the Planning Commission's recommendation, shall approve, approve with stipulations, or deny the application with specific reference to provisions of Section 4.2 of the LURs. The Preliminary Subdivision Plat shall not be approved unless services as required by Subsection 4.1.1.5 of the LURs are available or will be available at the time the Certificate of Use is issued.

The approval of a Preliminary Subdivision Plat constitutes a finding of concurrency compliance and a Reservation of Capacity for roadways, sewer and water, public drainage and recreation facilities, subject to the stipulations placed on the approval.

Approval of the Preliminary Subdivision Plat shall be valid for two years. An extension of time may be applied for by the developer by submitting a letter of request to the City Council through the PCD Director. Reservation of Capacity for public facilities may be extended, or City Council may choose to extend the approval of the Preliminary Subdivision Plat but not to extend the Reservation of Capacity in public facilities if there is demand for the capacity by other developments. City Council may set a separate date for reconsideration of the Reservation of Capacity or may reconsider at the time of the next request or extension of the subdivision's preliminary approval.

FINAL SUBDIVISON PLAN PROCEDURES

FINAL SUBDIVISION PLAT REVIEW PROCEDURE:

Following the approval of the Site Improvement Permit, the Final Subdivision Plat application may be submitted. In addition, a reproducible plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital .dwg format. However, the Final Plat shall not be accepted for review if the reservation of capacity has expired.

Prior to forwarding the Final Plat to City Council for approval, a certification of one of the following must be obtained from the Department of Public Works:

A. All required public improvements have been completed to the satisfaction of the Director of Public Works and are accepted by the City.
B. A bond or letter of credit deemed sufficient by the City Clerk and the Director of Public Works has been posted.

Surveyors Certificate of Approval certifying that the Final Subdivision Plat has been reviewed for conformity with the requirements of F.S. Chapter 177, the Land Use Regulations and the subdivision ordinance of the City.

If the Final Subdivision Plat is substantially in accord with the approved Preliminary Subdivision Plat, fulfills all attached conditions and stipulations, and the applicant has furnished proof that the taxes are paid to date as required by F.S. 197.192, and is complete and contains all of the required certifications, the City Council shall approve the plat, and the Mayor shall indicate such approval on the Final Plat by signing the certification of approval for recording. Approval of the Final Subdivision Plat shall reserve capacity of public facilities for a period of two years except that reservation for single-family subdivisions shall have no expiration date. At the end of the two years, the reservation shall expire for all lots which have not received Building Permits for structures.

When all certifications have been made by the City, the City Clerk and Treasurer shall record the Final Subdivision Plat with the Clerk of the Circuit Court as an official plat of record. A second reproducible and fully certified copy shall be filed with the PCD Director for permanent record.

Subdivision Plat Application

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

CONCURRENCY REVIEW

REQUIRED

CONCURRENCY REVIEW WORKSHEET: REQUIRED FOR PRELIMINARY SUBDIVISION PLANS ONLY:

Project Name:_____

Location (address):_____

Engineer of Record:_____

Type of Development:_____

Total Acreage:_____ **Acreage above 2-foot contour line:**_____

Impervious Areas (specify acres or square footage):

Building Coverage:_____
Paved Areas (include walkways):_____

Pervious Areas:
Open Space:
Retention:_____
Other (specify):
Total Recreation Area:
Rec. area less bldgs. & playcourts: _____

Density/Intensity:
Units per acre:_____ Non-residential square footage:_____

Projected Average Vehicle Trips per Day:_____

Projected Volume (GPD) of Water Consumption:_____

Projected (GPD) Wastewater Flow:_____

Type of Irrigation:_____
Projected GPD of potable water:_____

Projected Solid Waste (tons per year):
Landfill:_____
Recyclable:_____
Paper:_____
Glass:_____
Aluminum:_____
Cardboard:_____

Drainage (by volume):
Retained on site:_____ Treated:_____

School Facilities (to be approved by Manatee County School District:_____

Permits Required from Other Agencies and Their Status:_____
_____

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: Bradenton, FL

I, John Ryan of GTIS I VGC, LP, the registered property owner(s) of the above noted property, do hereby authorize

Tuyen L. Tran, P.E. — Print Name of Agent
Ardurra Group, Inc. — 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)

2502 N Rocky Point Dr #1050, Tampa FL 33607
Owner(s) Address (if different than property above)

Signature of Agent

2930 University Parkway Sarasota, FL 34243 813-880-8881
Agent Address and Phone

STATE OF FLORIDA, _____ **COUNTY**

The Foregoing instrument was acknowledged before me this 6th day of October 2023 by means of X physical presence or __online notarization,

~~produced~~ by John Ryan, Manager, personally known to me ~~respectively, as~~

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

NOTARY — REQUIRED

Signature

Laura Garcia, Notary Public

Print Name

Notary Public State of Florida
Laura Garcia
My Commission HH 132880
Expires 09/16/2025

State of Florida
My Commission Expires: 09/16/2025

City of Bradenton Final Subdivision Plat Checklist

The following checklist is provided to assist Surveyors submitting plats to be recorded in the City of Bradenton. It is the **sole** responsibility of the Surveyor seeking recording to review relevant Florida Statutes and the Land Use Regulations (LUR) of the City of Bradenton to insure compliance with all regulatory and statutory requirements and conditions. Be advised that submissions that have excessive deficiencies may be disapproved with minimal comments. Code underlined is taken from the City of Bradenton's Land Use Regulations, *Italics is from the Florida Statutes*, Text in blue currently lacks specific statute or code, but is requested so that formatting and \ or data can assist with a timely review and improve the quality of the plat. A PDF copy of the "Preliminary Subdivision Plat" previously submitted should be included with this Final Subdivision Plat submission to assist with the Final Subdivision Plat review.

***Statute* / Code**	**Short Description**	**✓ or N/A**
177.041 (1)	Copy of signed and sealed Boundary Survey [specifically of the land(s) being platted]	✓
177.041 (2)	Title opinion or Certification provided, taxes paid at time of recording	✓
177.051 (1)	Unique Plat Name.... First name restrictions "~~the~~," "~~replat~~," or "~~a~~"	✓
177.051 (2)	"Replat" used for any change in plat	✓
177.061	Surveyor's note of supervision and compliance License number of surveyor Printed name, address, and certificate of authorization number Company	✓
177.071 2.2.11.4.b.iii	City Council's certificate of approval	
177.081 (1) 2.2.11.4.b.ii	City Surveyor's certificate of approval	
177.081 (2)	Dedication by the owner(s) & mortgagee(s)	✓
177.081 (3)	Public use (Esmts., R/W, etc. presumed to be public unless otherwise stated)	✓
177.091 (1) (b)	Print or photographic copy provided w/ original	✓
177.091 (2)	Margins = 3" Left, ½ all others	✓

Statute / Code	**Short Description**	**✓ or N/A**
~~	Sheet size 18" X 24" Scale 1"=50'	✓
177.091 (3)	Index Map for multiple sheets. Key Map on each sheet	✓
177.091 (3)	Match Lines	✓
177.091 (4)	Legible text	✓
177.091 (4)	Scale - stated and with graphic on each relevant sheet/location	✓
177.091 (5)	Plat name (BOLD) on each sheet	✓
177.091 (5)	Surveyors name, address, Company name, address (each sheet)	✓
177.091 (6)	North Arrow(s). Monumented line w/ bearing basis	✓
177.091 (7)	PRMs set (not more than 1400')	✓
177.091 (8)	PCPs set (not more than 1000') or bonded. NOTE: Contact City Surveyor prior to setting alternate monumentation	
177.091 (9)	Lot corners [includes Tracts 177.031(11)] set or bonded	
177.091 (10)	Section, Township, Range, City, County, State (each sheet)	✓
177.091 (11)	Boundary description – "so complete... without reference to the plat..."	✓
177.091 (11)	Description on Plat & Title Certificate match (including reference to area) (Title Cert should utilize a photo copy of the actual Plat description)	✓
177.091 (13)	Certificate of approval of the Clerk of the Circuit Court	
177.091 (14)	Sect. & 1/4 Sect. lines drawn \ annotated, Info in description shown on drawing.	✓
177.091 (15)	R/W width & street name shown	✓

Statute / Code	**Short Description**	✓ or N/A
177.091 (15)	All water bodies exiting Plat tied to the nearest perimeter monument. Location, width, name of waterways	✓
177.091 (16)	Easements described, dimensioned, annotated	✓
177.091 (17)	Contiguous properties identified. "Unplatted" designation. Replat stated.	✓
177.091(18)	Lot and block numbering	✓
177.091(19)	Irregular boundary enclosed by witness lines with ± distances.	✓
177.091 (19)	Lot & other plat data precision -- 1/100th of a foot (a note explaining precision is acceptable, for example: "Except in the case of an irregular boundary or water course, numerical expressions shown here on to the nearest foot or tenth of a foot, are to be interpreted as having a precision to the nearest one hundredth of a foot.")	✓
177.091 (20)	Curvilinear lot lines data (Radii, Arc, Central Angle) Radial lines shown, Direction of Non-radial lines	✓
177.091 (21)	Direction of lines (Bearing, Angle, Azimuth) Nearest second of Arc for curve data. Supply note stating the accuracy to the second for cardinal directions.	✓
177.091 (22)	Non-curved centerline directions & Distances, Centerline curves: Arc, Central Angle, Radii, Chord, Chord Bearing	✓
177.091 (23)	Park & Recreation area designation	✓
177.091 (24)	Interior excepted parcels – "not part of this plat"	NA
177.091 (25)	Purpose of all dedicated areas	✓
177.091 (26)	Line or Curve data on same sheet	✓
177.091 (27)	"NOTICE: This plat, as recorded in its graphic form, is... ... may be found in the Public Records of this County."	✓

Statute / Code	Short Description	✓ or N/A
177.091 (28)	Easement dedication on plat (cable TV included & all telecommunications) (Cable TV responsible for damage to other utilities)	✓
177.091 (29)	Legend of symbols & abbreviations	✓
177.507	Copies of new Certified Corner Records or identify current CCR #	✓
177.37	Mean High Water Survey recorded if adjacent to tidal waters	NA
2.2.11.4.b.iii	City Director of Public Works and Utilities' certificate of approval (Contact City Surveyor for Certificate language)	
4.2.1.5	Easements 5.00' minimum front, side, rear \ 10.00' front or rear (or alternative)	✓
3.A.3.302.2 (1)	Delineation of flood hazard areas, floodway boundaries and flood zones. [LUR Chapter 3.0 - District Regulations, Appendix A: Floodplain Management, Chapter 3 - Flood Resistant Development, Section 302 – Subdivisions, 302.2 – Subdivision plats, (1)]	✓
2.2.11.7.b.	AutoCAD file in .dwg format	✓
~~	"PLAT BOOK_____ PAGE _____" "SHEET ? of ? " - In upper right corner of each sheet of plat.	✓
~~	Boundary, lot, Right-of-way, etc. closure report includes error of closure. Parcel designations must match Plat	✓

Public Works & Utilities Department
Memorandum

TO: Tuyen L. Tran, PE; Robert Curtis, PSM

FROM: David Cronkhite, PSM

Cc: Greg DeLong, Jamie Schindewolf

DATE: 9 October 2023

SUBJECT: Villages of Glen Creek Phase 2 Plat Approval

I have reviewed the plat "Villages of Glen Creek Phase 2" and find the review comments have been addressed. This plat complies with Chapter 177 of the Florida Statutes and the City of Bradenton Land Use Regulations as it pertains to subdivision plats. Additionally, I have personally field inspected all of the Permanent Reference Monuments (PRMs) on October 9, 2023 and have found them to have been set in compliance with Chapter 177 of the Florida Statutes.

David Cronkhite, PSM
City Surveyor
City of Bradenton
David.Cronkhite@bradentonfl.gov

ARDURRA
COLLABORATE. INNOVATE. CREATE.

LETTER OF TRANSMITTAL

To: Erek White,
Ardurra Group, Inc.
2930 University Parkway
Sarasota, FL 34253

Phone: 941-867-6948

From: Robert B. Curtis, PSM

Date: 9/1/2022

Project Number: 2019-3866 (2021-0691)

Project Name: Villages of Glen Creek Phase 2

We are sending you: ☐ **Attached** ☐ **Under separate cover**

Via:
- ☑ **FEDEX**
- ☐ Prints
- ☐ Plans
- ☐ **Courier**
- ☐ Calculations
- ☐ Specifications
- ☐ **U. S. Mail**
- ☐ Submittals
- ☐ Proposal
- ☐ **Email / Upload**
- ☐ Report(s)
- ☐ Other

Copies	Date	Description
1	9/1/2022	VOGC 2 - DR Horton Original, executed Joinder & Consent
1	9/1/2022	VOGC 2 - CDD Original, executed Joinder & Consent

These are transmitted as checked below:

- ☐ As Requested
- ☐ For Your Signature
- ☑ For Submittal to
- ☐ For Review and Comment
- ☐ For Contractor Bids
- ☐ Approved as Submitted
- ☐ Approved as Noted
- ☐ Returned for Corrections
- ☐ For Your Information and Files
- ☐ Return to Us
- ☐ Returned to be Voided
- ☐ Returned to be Voided & Reissued

Comments:

Erek - Please take originals to the City of Bradenton to add to plat submittal

Copy: Tuyen L. Tran, P.E.

Transmitted by: Jan Basile

File: 2019-3866

Title: Administrative Assistant

JOINDER AND CONSENT

The undersigned as holder of that certain **Mortgage and Security Agreement** executed **October 13th, 2017,** recorded **October 26th, 2017, Instrument #201741101436,** in the Public Records of **Manatee County**, Florida; **Mortgage and Security Agreement** executed **May 12th, 2021,** recorded **May 12th, 2021, Instrument #202141063037,** in the Public Records of **Manatee County** which encumbers the lands being platted as **Villages of Glen Creek Phase 2**, as more particularly described in **Exhibit "A"** attached hereto (the "Land"), hereby joins in and consents to the recording of the subdivision plat and for good and valuable consideration receipt whereof is hereby acknowledged and hereby further joins in and consents to the dedications set forth on said plat including the dedication of those portions of the "Land" as are dedicated to public use and further releases from the lien of said **Mortgage and Security Agreement** such portions of Land, if any, as are so dedicated to public use pursuant to the terms of said subdivision plat, but not otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument on this 18th day of August, 2022.

Signed, sealed, and delivered
in the presence of:

DR Horton, Inc., a Delaware corporation

Witness: Colbi Bosch

By: [signature]

Print Name: Colbie Bosch

Print Name: Nicolas Aparicio

Title: VP of Land

Witness: Michelle Faro

Print Name: Michelle Faro

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence ~~or ☐ online notarization,~~ this August 18, 2022 (date) by Nicolas Aparicio, Vice President (name & title) of D.R. Horton, Inc. (company), a Delaware (place or state of formation) corporation, on behalf of the company, who is personally known to me ~~or has produced~~ _____ ~~as identification~~.

[Affix Notary Seal]

Michelle Faro
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG293566
Expires 1/22/2023

Michelle Faro
Notary Public – State of Florida

Print Name: Michelle Faro

My Commission Expires: 01.22.23

EXHIBIT "A"

VILLAGES OF GLEN CREEK PHASE 2

A PARCEL OF LAND BEING TRACTS D, D1, J, AND I, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 2, 3, 4, 6, AND 7, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'42" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 831.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°48'59" EAST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'59" WEST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 576.30 FEET TO THE EAST LINE OF OAKWOOD SUBDIVISION ACCORDING TO PLAT BOOK 16, PAGE 69 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 492.20 FEET TO THE NORTHEAST CORNER OF SAID OAKWOOD SUBDIVISION, SAME BEING A POINT ON THE BOUNDARY LINE OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT D, TRACT D1, AND TRACT J OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THIRTY-THREE (33) COURSES: 1) NORTH 89°00'09" WEST, A DISTANCE OF 741.89 FEET; 2) SOUTH 00°30'27" WEST, A DISTANCE OF 7.59 FEET; 3) NORTH 89°38'56" WEST, A DISTANCE OF 59.80 FEET 4) SOUTH 00°21'04" WEST, A DISTANCE OF 121.00 FEET; 5) NORTH 89°38'56" WEST, A DISTANCE OF 260.00 FEET; 6) SOUTH 75°50'55" WEST, A DISTANCE OF 53.71 FEET; 7) SOUTH 74°58'51" WEST, A DISTANCE OF 107.86 FEET; 8) SOUTH 76°58'26" WEST, A DISTANCE OF 53.45 FEET; 9) NORTH 84°09'24" WEST, A DISTANCE OF 52.24 FEET; 10) NORTH 89°38'56" WEST, A DISTANCE OF 60.48 FEET; 11) NORTH 52°04'58" WEST, A DISTANCE OF 12.32 FEET; 12) NORTH 00°59'05" EAST, A DISTANCE OF 107.69 FEET; 13) SOUTH 89°00'55" EAST, A DISTANCE OF 38.65 FEET TO A POINT ON A CURVE TO THE LEFT; 14) EASTERLY 69.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°00'14", AND A CHORD BEARING AND DISTANCE OF NORTH 82°58'58" EAST 69.60 FEET; 15) NORTH 74°58'51" EAST, A DISTANCE OF 162.76 FEET TO A POINT ON A CURVE TO THE RIGHT; 16) EASTERLY 26.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 82°39'57" EAST 26.75 FEET; 17) SOUTH 89°38'56" EAST, A DISTANCE OF 37.94 FEET; 18) NORTH 06°48'24" WEST, A DISTANCE OF 64.18 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 19) WESTERLY 6.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 01°45'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°51'43" WEST 6.92 FEET; 20) SOUTH 74°58'51" WEST, A DISTANCE OF 84.70 FEET TO A POINT ON A CURVE TO THE RIGHT; 21) NORTHWESTERLY 45.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 105°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 52°20'02" WEST 39.77 FEET; 22) NORTH 00°21'04" EAST, A DISTANCE OF 837.78 FEET TO A POINT ON A CURVE TO THE RIGHT; 23) NORTHEASTERLY 221.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 84°28'19", AND A CHORD BEARING AND DISTANCE OF NORTH 42°35'13" EAST 201.66 FEET; 24) NORTH 11°51'24" EAST, A DISTANCE OF 51.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 25) NORTHWESTERLY 40.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°21'15", AND A CHORD BEARING AND DISTANCE OF NORTH 44°09'28" WEST 36.37 FEET; 26) NORTH 02°31'10" EAST, A DISTANCE OF 105.39 FEET; 27) SOUTH 87°28'50" EAST, A DISTANCE OF 38.16 FEET TO A POINT ON A CURVE TO THE RIGHT; 28) SOUTHEASTERLY 287.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 49°54'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°31'22" EAST 278.49 FEET; 29) SOUTH 37°33'55" EAST, A DISTANCE OF 422.50 FEET; 30)

SOUTH 57°23'54" EAST, A DISTANCE OF 156.40 FEET; 31) SOUTH 63°45'55" EAST, A DISTANCE OF 223.85 FEET TO A POINT ON A CURVE TO THE RIGHT; 32) SOUTHEASTERLY 149.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 27°39'06", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°56'22" EAST 148.16 FEET; 33) SOUTH 36°06'49" EAST, A DISTANCE OF 446.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID TRACT D AND TRACT A OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES:1) SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 39°23'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°27'50" EAST 130.76 FEET; 2) SOUTH 87°45'14" EAST, A DISTANCE OF 41.30 FEET; 3) SOUTH 89°20'10" EAST, A DISTANCE OF 227.47 FEET TO THE SOUTHWEST CORNER OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1B, ACCORDING TO PLAT BOOK 68, PAGE 179 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT D, VILLAGES OF GLEN CREEK PHASE 1B THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 89°20'10" EAST A DISTANCE OF 5.02 FEET; 2) NORTH 84°27'50" EAST, A DISTANCE OF 265.21 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) EASTERLY 126.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 272.00 FEET, A CENTRAL ANGLE OF 26°43'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°10'29" EAST 125.72 FEET; 4) SOUTH 68°48'47" EAST, A DISTANCE OF 304.21 FEET TO A POINT ON A CURVE TO THE LEFT; 5) EASTERLY 20.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,078.00 FEET, A CENTRAL ANGLE OF 01°06'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 69°22'10" EAST 20.93 FEET; 6) SOUTH 69°55'32" EAST, A DISTANCE OF 165.72 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 7) NORTHERLY 13.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°01'04", AND A CHORD BEARING AND DISTANCE OF NORTH 17°14'13" EAST 13.32 FEET; 8) NORTH 17°44'45" EAST, A DISTANCE OF 116.19 FEET TO THE SOUTH LINE OF TRACT 1 OF SAID VILLAGES OF GLEN CREEK PHASE 1B; THENCE SOUTH 72°15'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE BOUNDARY LINE OF TRACT 2, VILLAGES OF GLEN CREEK PHASE 1A, ACCORDING TO PLAT BOOK 62, PAGE 11, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 2 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 17°44'45" WEST, A DISTANCE OF 104.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 2) SOUTHEASTERLY 74.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°12'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 59°35'41" EAST 74.45 FEET; 3) SOUTH 53°29'21" EAST, A DISTANCE OF 469.29 FEET TO A POINT ON A CURVE TO THE RIGHT; 4) SOUTHEASTERLY 63.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°05'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'29" EAST 63.53 FEET; 5) SOUTH 45°23'38" EAST, A DISTANCE OF 73.99 FEET TO THE NORTH LINE OF TRACT 10, SAID VILLAGES OF GLEN CREEK PHASE 1A; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 39°49'01" WEST, A DISTANCE OF 11.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 2) WESTERLY 56.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.93 FEET, A CENTRAL ANGLE OF 67°48'48", AND A CHORD BEARING AND DISTANCE OF NORTH 84°05'23" WEST 53.48 FEET; 3) SOUTH 62°00'13" WEST, A DISTANCE OF 16.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 4) SOUTHWESTERLY 63.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 53°58'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°33'55" WEST 60.81 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 89°04'04" WEST, A DISTANCE OF 402.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 40.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 67°02'34", AND A CHORD BEARING AND DISTANCE OF NORTH 57°24'39" WEST 38.66 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 84.08 FEET; THENCE CONTINUE ALONG SAID LINE, NORTH 89°20'10" WEST A DISTANCE OF 784.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.018 ACRES.

TOGETHER WITH:

A PARCEL OF LAND BEING TRACTS E AND E1, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN

SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°21'04" EAST, A DISTANCE OF 1,106.26 FEET; THENCE SOUTH 89°38'56" EAST, A DISTANCE OF 99.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 19.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44°30'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°23'43" EAST 18.94 FEET; THENCE SOUTH 45°08'30" EAST, A DISTANCE OF 94.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 12°00'02", AND A CHORD BEARING AND DISTANCE OF NORTH 56°19'25" EAST 43.90 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 15.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF NORTH 32°25'18" EAST 14.96 FEET; THENCE NORTH 02°31'10" EAST, A DISTANCE OF 135.53 FEET; THENCE SOUTH 87°28'50" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°31'10" WEST, A DISTANCE OF 135.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 26.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 32°25'18" WEST 24.93 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 216.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 61°58'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 31°20'15" WEST 205.93 FEET; THENCE SOUTH 00°21'04" WEST, A DISTANCE OF 871.94 FEET; THENCE NORTH 89°38'56" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.228 ACRES.

CONTAINING 51.246 ACRES OVERALL

Form No. 8413(B)

LIENHOLDER'S JOINDER IN AND CONSENT TO SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON

Villages of Glen Creek Community Development District, the owner and holder of that certain lien of record recorded in Official Records Book 2633, Page 4530 and Official Records Book 2734, Page 4105 and Instrument No. 202241010088 of the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of Villages of Glen Creek Phase 2 and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, Villages of Glen Creek Community Development District, hereby specifically joins in and consents to said subdivision plat and all dedications and reservations thereon.

DATED, this 9th day of August, 2022

Villages of Glen Creek Community Development District

A unit of special purpose local government organized and existing under Chapter 190, Florida Statutes

By: _____

Michael Lawson, Chairman

ATTEST: _____

BY: John Affleck

NOTARY
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of August 2022 by Mike Lawson Chairman of the Villages of Glen Creek Community Development District, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, who is personally known to me.

NOTARY STAMP:



(Signature of Notary)

Approved and accepted for and on behalf of the City of Bradenton, Florida, this ____ day of _____ 20____.

CITY OF BRADENTON, FLORIDA, by
and through the CITY COUNCIL OF
CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

VILLAGES OF GLEN CREEK PHASE 2

A PARCEL OF LAND BEING TRACTS D, D1, J, AND I, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 2, 3, 4, 6, AND 7, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'42" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 831.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°48'59" EAST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'59" WEST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 576.30 FEET TO THE EAST LINE OF OAKWOOD SUBDIVISION ACCORDING TO PLAT BOOK 16, PAGE 69 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 492.20 FEET TO THE NORTHEAST CORNER OF SAID OAKWOOD SUBDIVISION, SAME BEING A POINT ON THE BOUNDARY LINE OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT D, TRACT D1, AND TRACT J OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THIRTY-THREE (33) COURSES: 1) NORTH 89°00'09" WEST, A DISTANCE OF 741.89 FEET; 2) SOUTH 00°30'27" WEST, A DISTANCE OF 7.59 FEET; 3) NORTH 89°38'56" WEST, A DISTANCE OF 59.80 FEET 4) SOUTH 00°21'04" WEST, A DISTANCE OF 121.00 FEET; 5) NORTH 89°38'56" WEST, A DISTANCE OF 260.00 FEET; 6) SOUTH 75°50'55" WEST, A DISTANCE OF 53.71 FEET; 7) SOUTH 74°58'51" WEST, A DISTANCE OF 107.86 FEET; 8) SOUTH 76°58'26" WEST, A DISTANCE OF 53.45 FEET; 9) NORTH 84°09'24" WEST, A DISTANCE OF 52.24 FEET; 10) NORTH 89°38'56" WEST, A DISTANCE OF 60.48 FEET; 11) NORTH 52°04'58" WEST, A DISTANCE OF 12.32 FEET; 12) NORTH 00°59'05" EAST, A DISTANCE OF 107.69 FEET; 13) SOUTH 89°00'55" EAST, A DISTANCE OF 38.65 FEET TO A POINT ON A CURVE TO THE LEFT; 14) EASTERLY 69.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°00'14", AND A CHORD BEARING AND DISTANCE OF NORTH 82°58'58" EAST 69.60 FEET; 15) NORTH 74°58'51" EAST, A DISTANCE OF 162.76 FEET TO A POINT ON A CURVE TO THE RIGHT; 16) EASTERLY 26.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 82°39'57" EAST 26.75 FEET; 17) SOUTH 89°38'56" EAST, A DISTANCE OF 37.94 FEET; 18) NORTH 06°48'24" WEST, A DISTANCE OF 64.18 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 19) WESTERLY 6.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 01°45'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°51'43" WEST 6.92 FEET; 20) SOUTH 74°58'51" WEST, A DISTANCE OF 84.70 FEET TO A POINT ON A CURVE TO THE RIGHT; 21) NORTHWESTERLY 45.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 105°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 52°20'02" WEST 39.77 FEET; 22) NORTH 00°21'04" EAST, A DISTANCE OF 837.78 FEET TO A POINT ON A CURVE TO THE RIGHT; 23) NORTHEASTERLY 221.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 84°28'19", AND A CHORD BEARING AND DISTANCE OF NORTH 42°35'13" EAST 201.66 FEET; 24) NORTH 11°51'24" EAST, A DISTANCE OF 51.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 25) NORTHWESTERLY 40.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°21'15", AND A CHORD BEARING AND

DISTANCE OF NORTH 44°09'28" WEST 36.37 FEET; 26) NORTH 02°31'10" EAST, A DISTANCE OF 105.39 FEET; 27) SOUTH 87°28'50" EAST, A DISTANCE OF 38.16 FEET TO A POINT ON A CURVE TO THE RIGHT; 28) SOUTHEASTERLY 287.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 49°54'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°31'22" EAST 278.49 FEET; 29) SOUTH 37°33'55" EAST, A DISTANCE OF 422.50 FEET; 30) SOUTH 57°23'54" EAST, A DISTANCE OF 156.40 FEET; 31) SOUTH 63°45'55" EAST, A DISTANCE OF 223.85 FEET TO A POINT ON A CURVE TO THE RIGHT; 32) SOUTHEASTERLY 149.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 27°39'06", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°56'22" EAST 148.16 FEET; 33) SOUTH 36°06'49" EAST, A DISTANCE OF 446.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID TRACT D AND TRACT A OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES:1) SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 39°23'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°27'50" EAST 130.76 FEET; 2) SOUTH 87°45'14" EAST, A DISTANCE OF 41.30 FEET; 3) SOUTH 89°20'10" EAST, A DISTANCE OF 227.47 FEET TO THE SOUTHWEST CORNER OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1B, ACCORDING TO PLAT BOOK 68, PAGE 179 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT D, VILLAGES OF GLEN CREEK PHASE 1B THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 89°20'10" EAST A DISTANCE OF 5.02 FEET; 2) NORTH 84°27'50" EAST, A DISTANCE OF 265.21 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) EASTERLY 126.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 272.00 FEET, A CENTRAL ANGLE OF 26°43'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°10'29" EAST 125.72 FEET; 4) SOUTH 68°48'47" EAST, A DISTANCE OF 304.21 FEET TO A POINT ON A CURVE TO THE LEFT; 5) EASTERLY 20.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,078.00 FEET, A CENTRAL ANGLE OF 01°06'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 69°22'10" EAST 20.93 FEET; 6) SOUTH 69°55'32" EAST, A DISTANCE OF 165.72 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 7) NORTHERLY 13.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°01'04", AND A CHORD BEARING AND DISTANCE OF NORTH 17°14'13" EAST 13.32 FEET; 8) NORTH 17°44'45" EAST, A DISTANCE OF 116.19 FEET TO THE SOUTH LINE OF TRACT 1 OF SAID VILLAGES OF GLEN CREEK PHASE 1B; THENCE SOUTH 72°15'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE BOUNDARY LINE OF TRACT 2, VILLAGES OF GLEN CREEK PHASE 1A, ACCORDING TO PLAT BOOK 62, PAGE 11, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 2 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 17°44'45" WEST, A DISTANCE OF 104.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 2) SOUTHEASTERLY 74.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°12'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 59°35'41" EAST 74.45 FEET; 3) SOUTH 53°29'21" EAST, A DISTANCE OF 469.29 FEET TO A POINT ON A CURVE TO THE RIGHT; 4) SOUTHEASTERLY 63.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°05'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'29" EAST 63.53 FEET; 5) SOUTH 45°23'38" EAST, A DISTANCE OF 73.99 FEET TO THE NORTH LINE OF TRACT 10, SAID VILLAGES OF GLEN CREEK PHASE 1A; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 39°49'01" WEST, A DISTANCE OF 11.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 2) WESTERLY 56.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.93 FEET, A CENTRAL ANGLE OF 67°48'48", AND A CHORD BEARING AND DISTANCE OF NORTH 84°05'23" WEST 53.48 FEET; 3) SOUTH 62°00'13" WEST, A DISTANCE OF 16.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 4) SOUTHWESTERLY 63.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 53°58'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°33'55" WEST

60.81 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 89°04'04" WEST, A DISTANCE OF 402.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 40.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 67°02'34", AND A CHORD BEARING AND DISTANCE OF NORTH 57°24'39" WEST 38.66 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 84.08 FEET; THENCE CONTINUE ALONG SAID LINE, NORTH 89°20'10" WEST A DISTANCE OF 784.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.018 ACRES.

TOGETHER WITH:

A PARCEL OF LAND BEING TRACTS E AND E1, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°21'04" EAST, A DISTANCE OF 1,106.26 FEET; THENCE SOUTH 89°38'56" EAST, A DISTANCE OF 99.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 19.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44°30'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°23'43" EAST 18.94 FEET; THENCE SOUTH 45°08'30" EAST, A DISTANCE OF 94.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 12°00'02", AND A CHORD BEARING AND DISTANCE OF NORTH 56°19'25" EAST 43.90 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 15.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF NORTH 32°25'18" EAST 14.96 FEET; THENCE NORTH 02°31'10" EAST, A DISTANCE OF 135.53 FEET; THENCE SOUTH 87°28'50" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°31'10" WEST, A DISTANCE OF 135.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 26.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 32°25'18" WEST 24.93 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 216.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 61°58'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 31°20'15" WEST 205.93 FEET; THENCE SOUTH 00°21'04" WEST, A DISTANCE OF 871.94 FEET; THENCE NORTH 89°38'56" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.228 ACRES.

CONTAINING 51.246 ACRES OVERALL

First American Title Insurance Company
8605 Largo Lakes Dr., Suite 100
Largo, FL 33773
Phone: (727)549-3200
Fax: (866)265-4386

PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
Manatee County, Florida

FATIC File No.: 2061-6073575

A search of the Public Records of Manatee County, Florida, through September 14, 2023 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of Villages of Glen Creek Phase 2 (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated and recorded in Official Records Book 2647, Page 364, Public Records of Manatee County, Florida.

B. The record title holder is GTIS I VGC LP, a Delaware limited partnership .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of Villages of Glen Creek Phase 2 .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

Mortgage and Security Agreement recorded in Book 2698, Page 2671, affected by Partial Release of Mortgage and Security Agreement recorded in Instrument No. 202141063033. Note: Second and Third Legal appears to encumber portion of subject property. Partial Release releases property not shown on mortgage. Possible errors.

Mortgage and Security Agreement recorded in Instrument No. 202141063037.

E. Underlying rights of way, easements or plats affecting said property are as follows:

Road right-of-way as set forth in Deed recorded in Deed Book 345, Page 533.

Drainage Easement recorded in Book 1002, Page 3187.

Easements contained in Warranty Deed recorded in Book 1007, Page 2108.

Easement recorded in Book 1014, Page 1093.

Grant of Easement recorded in Book 1411, Page 6628.

Grant of Easement in favor of the City of Bradenton, a Florida municipal corporation, recorded in Book 1411, Page 6628 of the public records of Manatee County Florida.

Easement recorded in Book 1445, Page 6785.

Easement recorded in Book 1445, Page 6786.

Easement recorded in Book 1445, Page 6788.

Temporary and Conditional Easement Agreement recorded in Book 2628, Page 4899.

Temporary and Conditional Easement Agreement recorded in Book 2698, Page 2681.

Plat of Villages Of Glen Creek Phase 1C recorded in Plat Book 72, Page 110.

Temporary Reciprocal Easement Agreement recorded in Instrument No. 2022411117100.

Easement Agreement recorded in Instrument No. 202341093951.

F. Other information regarding said property includes:

Declaration of Consent to Jurisdiction to the Villages of Glen Creek Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record recorded in Book 2633, Page 4518.

Collateral Assignment and Assumption of Development Rights Relating to the Project recorded in Book 2633, Page 4522.

Lien of Record and Disclosure of Public Financing, and Maintenance of Improvements of the Villages of Glen Creek Community Development District recorded in Book 2633, Page 4530.

True-Up Agreement recorded in Book 2633, Page 4534.

Agreement to Convey or Dedicate recorded in Book 2633, Page 4544.

Declaration of Consent to Jurisdiction of the Villages of Glen Creek Community Development District Imposition of Special Assessments, and Impositions of Lien of Record for the Villages of Glen Creek Community Development District Capital Improvement Revenue Bonds, Series 2018 recorded in Book 2734, Page 3969.

Collateral Assignment and Assumption of Development Rights Relating to the Area One Project (Series 2018B Assessment Area One Bonds) recorded in Book 2734, Page 4008.

Agreement to Convey or Dedicate (Series 2018B Assessment Area One Bonds) recorded in Book 2734, Page 4038.

True-Up Agreement (Series 2018B Assessment Area One Bonds) recorded in Book 2734, Page 4075.

Lien of Record and Disclosure of Public Financing, and Maintenance of Improvements of the Villages of Glen Creek Community Development District (Series 2018B Assessment Area One Bonds) recorded in Book 2734, Page 4105.

Lien of Record, Disclosure of Public Financing, and Maintenance of Improvements of the Villages of Glen Creek Community Development District (Assessment Area Three) recorded in Instrument No. 202241010088.

True-Up Agreement (Assessment Area Three) recorded in Instrument No. 202241010089.

Collateral Assignment and Assumption of Development Rights Relating to the Series 2022 Project (Series 2022 Bonds) recorded in Instrument No. 202241010090.

Agreement to Convey or Dedicate (Assessment Area Three) recorded in Instrument No. 202241010091.

Declaration of Consent to Jurisdiction of the Villages of Glen Creek Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record recorded in Instrument No. 202241010092.

Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Book 2693, Page 3210, affected by Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Book 2703, Page 4653, Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Instrument No. 202041009886, First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Instrument No. 202041055063, Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Instrument No. 202241018987 and Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages of Glen Creek Homeowners Association, Inc. recorded in Instrument No. 202141142582.

Recorded Notice of Environmental Resource Permit recorded in Book 2586, Page 544.

Recorded Notice of Environmental Resource Permit recorded in Book 2730, Page 1858.

Recorded Notice of Environmental Resource Permit recorded in Instrument No. 202141145126.

Recorded Notice of Environmental Resource Permit recorded in Instrument No. 202141059381.

G. 2022 Ad valorem taxes on said property are as shown for Tax Parcel I. D. Number 1382105109 - PAID
1384510051 - PAID
1383800057 - PAID
1384210209 - PAID
1378800159 - PAID
1383500059 - Minimum Tax
1383300059 - Minimum Tax
1383100059 - PAID
1384700059 - PAID
1378807809 - PAID
1378807759 - PAID
1378807659 - PAID
1378808009 - PAID
1378808059 - PAID
1378807709 - PAID
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PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN Manatee County, Florida

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



By:_____

Authorized Signatory

Exhibit "A"

VILLAGES OF GLEN CREEK PHASE 2

A PARCEL OF LAND BEING TRACTS D, D1, J, AND I, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 2, 3, 4, 6, AND 7, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'42" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 831.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°48'59" EAST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'59" WEST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 576.30 FEET TO THE EAST LINE OF OAKWOOD SUBDIVISION ACCORDING TO PLAT BOOK 16, PAGE 69 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 492.20 FEET TO THE NORTHEAST CORNER OF SAID OAKWOOD SUBDIVISION, SAME BEING A POINT ON THE BOUNDARY LINE OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT D, TRACT D1, AND TRACT J OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THIRTY-THREE (33) COURSES: 1) NORTH 89°00'09" WEST, A DISTANCE OF 741.89 FEET; 2) SOUTH 00°30'27" WEST, A DISTANCE OF 7.59 FEET; 3) NORTH 89°38'56" WEST, A DISTANCE OF 59.80 FEET; 4) SOUTH 00°21'04" WEST, A DISTANCE OF 121.00 FEET; 5) NORTH 89°38'56" WEST, A DISTANCE OF 260.00 FEET; 6) SOUTH 75°50'55" WEST, A DISTANCE OF 53.71 FEET; 7) SOUTH 74°58'51" WEST, A DISTANCE OF 107.86 FEET; 8) SOUTH 76°58'26" WEST, A DISTANCE OF 53.45 FEET; 9) NORTH 84°09'24" WEST, A DISTANCE OF 52.24 FEET; 10) NORTH 89°38'56" WEST, A DISTANCE OF 60.48 FEET; 11) NORTH 52°04'58" WEST, A DISTANCE OF 12.32 FEET; 12) NORTH 00°59'05" EAST, A DISTANCE OF 107.69 FEET; 13) SOUTH 89°00'55" EAST, A DISTANCE OF 38.65 FEET TO A POINT ON A CURVE TO THE LEFT; 14) EASTERLY 69.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°00'14", AND A CHORD BEARING AND DISTANCE OF NORTH 82°58'58" EAST 69.60 FEET; 15) NORTH 74°58'51" EAST, A DISTANCE OF 162.76 FEET TO A POINT ON A CURVE TO THE RIGHT; 16) EASTERLY 26.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 82°39'57" EAST 26.75 FEET; 17) SOUTH 89°38'56" EAST, A DISTANCE OF 37.94 FEET; 18) NORTH 06°48'24" WEST, A DISTANCE OF 64.18 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 19) WESTERLY 6.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 01°45'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°51'43" WEST 6.92 FEET; 20) SOUTH 74°58'51" WEST, A DISTANCE OF 84.70 FEET TO A POINT ON A CURVE TO THE RIGHT; 21) NORTHWESTERLY 45.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 105°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 52°20'02" WEST 39.77 FEET; 22) NORTH 00°21'04" EAST, A DISTANCE OF 837.78 FEET TO A POINT ON A CURVE TO THE RIGHT; 23) NORTHEASTERLY 221.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 84°28'19", AND A CHORD BEARING AND DISTANCE OF NORTH 42°35'13" EAST 201.66 FEET; 24) NORTH 11°51'24" EAST, A DISTANCE OF 51.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 25) NORTHWESTERLY 40.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°21'15", AND A CHORD BEARING AND DISTANCE OF NORTH 44°09'28" WEST 36.37 FEET; 26) NORTH 02°31'10" EAST, A DISTANCE OF 105.39 FEET; 27) SOUTH 87°28'50" EAST, A DISTANCE OF 38.16 FEET TO A POINT ON A CURVE TO THE RIGHT; 28) SOUTHEASTERLY 287.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 49°54'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°31'22" EAST 278.49 FEET; 29) SOUTH 37°33'55" EAST, A DISTANCE OF 422.50 FEET; 30) SOUTH 57°23'54" EAST, A DISTANCE OF 156.40 FEET; 31) SOUTH 63°45'55" EAST, A DISTANCE OF 223.85 FEET TO A POINT ON A CURVE TO THE RIGHT; 32) SOUTHEASTERLY 149.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 27°39'06", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°56'22" EAST 148.16 FEET; 33) SOUTH 36°06'49"

EAST, A DISTANCE OF 446.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID TRACT D AND TRACT A OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES:1) SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 39°23'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°27'50" EAST 130.76 FEET; 2) SOUTH 87°45'14" EAST, A DISTANCE OF 41.30 FEET; 3) SOUTH 89°20'10" EAST, A DISTANCE OF 227.47 FEET TO THE SOUTHWEST CORNER OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1B, ACCORDING TO PLAT BOOK 68, PAGE 179 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT D, VILLAGES OF GLEN CREEK PHASE 1B THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 89°20'10" EAST A DISTANCE OF 5.02 FEET; 2) NORTH 84°27'50" EAST, A DISTANCE OF 265.21 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) EASTERLY 126.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 272.00 FEET, A CENTRAL ANGLE OF 26°43'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°10'29" EAST 125.72 FEET; 4) SOUTH 68°48'47" EAST, A DISTANCE OF 304.21 FEET TO A POINT ON A CURVE TO THE LEFT; 5) EASTERLY 20.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,078.00 FEET, A CENTRAL ANGLE OF 01°06'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 69°22'10" EAST 20.93 FEET; 6) SOUTH 69°55'32" EAST, A DISTANCE OF 165.72 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 7) NORTHERLY 13.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°01'04", AND A CHORD BEARING AND DISTANCE OF NORTH 17°14'13" EAST 13.32 FEET; 8) NORTH 17°44'45" EAST, A DISTANCE OF 116.19 FEET TO THE SOUTH LINE OF TRACT 1 OF SAID VILLAGES OF GLEN CREEK PHASE 1B; THENCE SOUTH 72°15'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE BOUNDARY LINE OF TRACT 2, VILLAGES OF GLEN CREEK PHASE 1A, ACCORDING TO PLAT BOOK 62, PAGE 11, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 2 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 17°44'45" WEST, A DISTANCE OF 104.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 2) SOUTHEASTERLY 74.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°12'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 59°35'41" EAST 74.45 FEET; 3) SOUTH 53°29'21" EAST, A DISTANCE OF 469.29 FEET TO A POINT ON A CURVE TO THE RIGHT; 4) SOUTHEASTERLY 63.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°05'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'29" EAST 63.53 FEET; 5) SOUTH 45°23'38" EAST, A DISTANCE OF 73.99 FEET TO THE NORTH LINE OF TRACT 10, SAID VILLAGES OF GLEN CREEK PHASE 1A; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 39°49'01" WEST, A DISTANCE OF 11.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 2) WESTERLY 56.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.93 FEET, A CENTRAL ANGLE OF 67°48'48", AND A CHORD BEARING AND DISTANCE OF NORTH 84°05'23" WEST 53.48 FEET; 3) SOUTH 62°00'13" WEST, A DISTANCE OF 16.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 4) SOUTHWESTERLY 63.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 53°58'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°33'55" WEST 60.81 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 89°04'04" WEST, A DISTANCE OF 402.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 40.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 67°02'34", AND A CHORD BEARING AND DISTANCE OF NORTH 57°24'39" WEST 38.66 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 84.08 FEET; THENCE CONTINUE ALONG SAID LINE, NORTH 89°20'10" WEST A DISTANCE OF 784.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND BEING TRACTS E AND E1, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°21'04" EAST, A DISTANCE OF 1,106.26 FEET; THENCE SOUTH 89°38'56" EAST, A DISTANCE OF 99.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 19.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44°30'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°23'43" EAST 18.94 FEET; THENCE

SOUTH 45°08'30" EAST, A DISTANCE OF 94.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 12°00'02", AND A CHORD BEARING AND DISTANCE OF NORTH 56°19'25" EAST 43.90 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 15.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF NORTH 32°25'18" EAST 14.96 FEET; THENCE NORTH 02°31'10" EAST, A DISTANCE OF 135.53 FEET; THENCE SOUTH 87°28'50" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°31'10" WEST, A DISTANCE OF 135.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 26.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 32°25'18" WEST 24.93 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 216.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 61°58'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 31°20'15" WEST 205.93 FEET; THENCE SOUTH 00°21'04" WEST, A DISTANCE OF 871.94 FEET; THENCE NORTH 89°38'56" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

VILLAGES OF GLEN CREEK PHASE 2

PLAT BOOK ____, PAGE ____
SHEET 1 OF 11

A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

CERTIFICATION OF APPROVAL OF THE CITY OF BRADENTON

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE COUNCIL OF THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA ON THIS _____ DAY OF _____ , A.D. 2023.

ATTEST:

_____ _____
TAMARA MELTON, CITY CLERK GENE BROWN, MAYOR

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)
COUNTY OF _____) SS

PURSUANT TO FLORIDA STATUTE 177.081, THE UNDERSIGNED, JOHN RYAN, AS PRESIDENT OF GTIS I VGC LP, A DELAWARE LIMITED PARTNERSHIP, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED VILLAGES OF GLEN CREEK PHASE 2 TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE CITY OF BRADENTON FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:
   A. A PUBLIC UTILITY EASEMENT ACROSS TRACT 1 FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING.
   B. A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT ACROSS TRACT 1 FOR EMERGENCY, LAW ENFORCEMENT AND CITY OF BRADENTON MAINTENANCE PERSONAL SHOWN PAGES 2 THROUGH 11.
2. TO MANATEE COUNTY FOR USE BY THE GENERAL PUBLIC FOREVER THE MANATEE COUNTY PUBLIC FLOWAGE AND DRAINAGE MAINTENANCE AND ACCESS EASEMENT AS SHOWN AND DEPICTED HEREON.
3. ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS DEPICTED HEREON FOR USE BY THE GENERAL PUBLIC FOREVER FOR THE USES DESCRIBED.
4. ALL STREETS AND RIGHTS-OF-WAY DESIGNATED AND DEPICTED HEREON AS PRIVATE ACCESS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT AND SHALL BE RESERVED FOR THE PRIVATE USE OF THE OWNERS OF PROPERTIES COMPRISING THE VILLAGES AT GLEN CREEK, INCLUDING ALL PLATTED PHASES THEREOF, AND NOTHING HEREIN SHALL CONSTITUTE DEDICATION OF SUCH PRIVATE STREETS AND RIGHTS-OF-WAY TO THE GENERAL PUBLIC OR THE CITY OF BRADENTON; IT BEING UNDERSTOOD THAT THE CITY OF BRADENTON SHALL HAVE NO OBLIGATION TO IMPROVE, REPAIR OR MAINTAIN, OR PARTICIPATE IN THE IMPROVEMENT, REPAIR OR MAINTENANCE, OF SUCH PRIVATE STREETS AND RIGHTS-OF-WAY UNLESS CITY UTILITY REPAIR AND MAINTENANCE REQUIRES SUCH.
5. THE OWNER FURTHER DEDICATES TO PROVIDERS OF PUBLIC AND QUASI-PUBLIC ESSENTIAL UTILITY SERVICES TO THE SUBDIVISION, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER ESSENTIAL UTILITIES, A UTILITY EASEMENT OVER THE PRIVATE RIGHT-OF-WAYS SHOWN AS TRACT 1, ALONG WITH THE RIGHT OF INGRESS AND EGRESS THERETO FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND REPLACING THE UTILITY FACILITIES LOCATED WITHIN TRACT 1, AND ALL OTHER UTILITY EASEMENTS DEPICTED HEREON;
6. THE OWNER FURTHER DEDICATES TO EMERGENCY AND LAW ENFORCEMENT PERSONNEL, MAIL AND PACKAGE DELIVERY, AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL ENTITIES IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES SERVING THE SUBDIVISION, THE RIGHT OF INGRESS AND EGRESS OVER TRACT 1.
7. THE OWNER FURTHER DEDICATES TO MANATEE COUNTY A PUBLIC FLOWAGE AND DRAINAGE MAINTENANCE AND ACCESS EASEMENT AS SHOWN HEREON.
8. OWNER SHALL RETAIN AND DOES HEREBY RESERVE OWNERSHIP OF ALL TRACTS, INCLUDING ALL LANDS, EASEMENTS AND OTHER INTEREST, NOT SPECIFICALLY DEDICATED ABOVE.

IN WITNESS HEREOF, THE FOREGOING HAS SET HIS HAND AND SEAL THIS _____ DAY OF _____, A.D. 2023.

BY:
GTIS I VGC LP, A DELAWARE LIMITED PARTNERSHIP

WITNESS:

_____ _____ BY: _____
SIGNATURE SIGNATURE JOHN RYAN
PRESIDENT

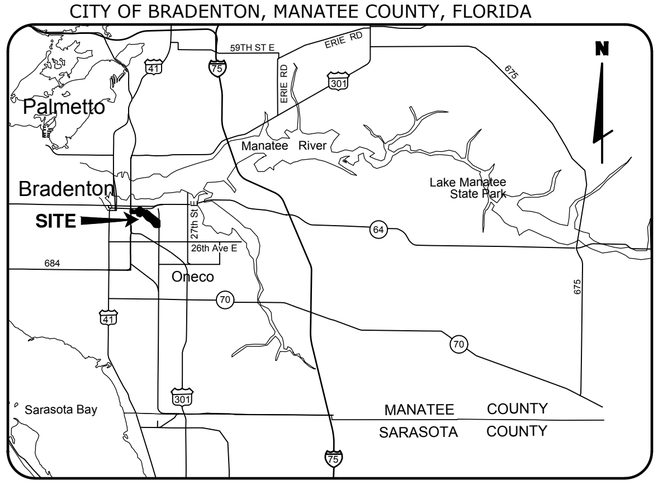
_____ _____
PRINT NAME PRINT NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, A.D. 2023, BY JOHN RYAN, PRESIDENT OF GTIS I VGC LP, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICER, FOR AND IN BEHALF OF SAID COMPANY.

_____ _____
COMMISSION EXPIRES NOTARY PUBLIC STATE OF FLORIDA AT LARGE



LOCATION MAP
NOT TO SCALE

CERTIFICATION OF APPROVAL BY THE DIRECTOR OF PUBLIC WORKS AND UTILITIES

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT A SURETY BOND HAS BEEN POSTED FOR THE ABOVE NAMED SUBDIVISION PLAT WITH THE CITY OF BRADENTON FOR A SUFFICIENT AMOUNT TO ASSURE COMPLETION OF ALL PUBLIC IMPROVEMENTS. THE AMOUNT OF THE BOND IS $1,559,006.35, WHICH REPRESENTS 110% OF AN ENGINEERING COST ESTIMATE OF THE ABOVE PUBLIC IMPROVEMENTS THAT REMAIN, BASED ON THE FINAL DEVELOPMENT PLAT.

_____ _____
JAMES McLELLAN, P.E. DATE
DIRECTOR OF PUBLIC
WORKS & UTILITIES

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

I, ANGELINA COLONNESO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGES _____THROUGH _____ OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D., 2023.

_____
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY, FLORIDA

TRACT DESIGNATIONS

TRACT 1 - PRIVATE ACCESS AND DRAINAGE EASEMENT AND CITY OF BRADENTON PUBLIC UTILITY EASEMENT
TRACT C - COMMON OPEN SPACE
TRACT D - COMMON OPEN SPACE
TRACT E - COMMON OPEN SPACE
TRACT I - DRAINAGE AREA
TRACT J - DRAINAGE AREA
TRACT L - COMMON OPEN SPACE, DRAINAGE AREA
TRACT LS - PUBLIC LIFT STATION AREA, COMMON OPEN SPACE
TRACT M - COMMON OPEN SPACE
TRACT N - COMMON OPEN SPACE, DRAINAGE AREA
TRACT O - COMMON OPEN SPACE, DRAINAGE AREA
TRACT P - COMMON OPEN SPACE, DRAINAGE AREA
TRACT Q - COMMON OPEN SPACE, DRAINAGE AREA

CERTIFICATION OF APPROVAL BY THE CITY SURVEYOR

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUES AND THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, FLORIDA. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

_____ _____
DAVID E. CRONKHITE, P.S.M. DATE
CITY OF BRADENTON SURVEYOR
FLORIDA CERTIFICATION NO. 6078

LEGAL DESCRIPTION: (SEE SHEET 2 OF 11)

RESERVATION OF EASEMENTS (SEE SHEET 2 OF 11)

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011) AND ARE DERIVED BY MULTIPLE REAL-TIME KINEMATIC GPS OBSERVATIONS. BEARINGS SHOWN HEREON ARE A MEANS TO REFERENCE THE SURVEYED PARCEL TO THE DEED OR PLAT OF RECORD. MORE SPECIFICALLY THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, AS BEING NORTH 00°42'42" EAST, AS SHOWN HEREON.
2. STATE PLANE COORDINATES SHOWN HEREON (FLORIDA WEST ZONE) WERE ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION REAL TIME NETWORK SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS CONSISTING OF AT LEAST 60 EPOCHS EACH, AND INCLUDED NATIONAL GEODETIC SURVEY (NGS) CONTROL STATIONS "M 084" NAD 83(1999) AND "GIS 081" NAD 83(1999).
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ARE REFERENCED TO CITY OF BRADENTON BENCHMARK "COB 1019" (PID = DO6903), ELEVATION 13.317 FEET (NAVD '88). TO CONVERT TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD '29) ADD 0.97 FEET TO THE NORTH AMERICAN VERTICAL DATUM (1988) ELEVATION. THIS CONVERSION WAS DERIVED UTILIZING THE VERTCON SOFTWARE TOOL, AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.
4. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
6. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP, MAP NUMBER 12081CO306F, MAP EFFECTIVE DATE AUGUST 10, 2021. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.
7. EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT, ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDREDTH OF A FOOT (0.01').
8. THE LANDS DESCRIBED ON THIS PLAT ENTITLED VILLAGES OF GLEN CREEK PHASE 2 CONTAINS 2,232,333 SQUARE FEET OR 51.246 ACRES.
9. ALL EASEMENTS ARE PRIVATE UNLESS OTHERWISE STATED.
10. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
11. ALL LOT AND TRACT LINES INTERSECTING A CURVE ARE RADIAL TO THAT CURVE UNLESS NOTED AS NOT RADIAL (NR).
12. MORTGAGEE'S JOINDER IN AND RATIFICATION OF SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON RECORDED IN INSTRUMENT NUMBER _____, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
13. LEINHOLDER'S JOINDER IN AND RATIFICATION OF SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON RECORDED IN INSTRUMENT NUMBER _____, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE CITY OF BRADENTON LAND USE REGULATIONS AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN INSTALLED. THE PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF THE RECORDING OF THIS PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

DATE OF CERTIFICATION OCTOBER 9, 2023

ARDURRA GROUP, INC.
CERTIFICATE OF AUTHORIZATION No. LB 2610

_____
ROBERT B. CURTIS, PSM
FLORIDA LICENSE - LS 6051

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VILLAGES OF GLEN CREEK PHASE 2

PLAT BOOK ____, PAGE ____
SHEET 2 OF 11

A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING TRACTS D, D1, I, AND J, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 2, 3, 4, 6, AND 7, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'42" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 831.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°48'59" EAST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°48'59" WEST, A DISTANCE OF 488.67 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 576.30 FEET TO THE EAST LINE OF OAKWOOD SUBDIVISION ACCORDING TO PLAT BOOK 16, PAGE 69 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 492.20 FEET TO THE NORTHEAST CORNER OF SAID OAKWOOD SUBDIVISION, SAME BEING A POINT ON THE BOUNDARY LINE OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT D, TRACT D1, AND TRACT J OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THIRTY-THREE (33) COURSES: 1) NORTH 89°00'09" WEST, A DISTANCE OF 741.89 FEET; 2) SOUTH 00°30'27" WEST, A DISTANCE OF 7.59 FEET; 3) NORTH 89°38'56" WEST, A DISTANCE OF 59.80 FEET; 4) SOUTH 00°21'04" WEST, A DISTANCE OF 121.00 FEET; 5) NORTH 89°38'56" WEST, A DISTANCE OF 260.00 FEET; 6) SOUTH 75°50'55" WEST, A DISTANCE OF 53.71 FEET; 7) SOUTH 74°58'51" WEST, A DISTANCE OF 107.86 FEET; 8) SOUTH 76°58'26" WEST, A DISTANCE OF 53.45 FEET; 9) NORTH 84°09'24" WEST, A DISTANCE OF 52.24 FEET; 10) NORTH 89°38'56" WEST, A DISTANCE OF 60.48 FEET; 11) NORTH 52°04'58" WEST, A DISTANCE OF 12.32 FEET; 12) NORTH 00°59'05" EAST, A DISTANCE OF 107.69 FEET; 13) SOUTH 89°00'55" EAST, A DISTANCE OF 38.65 FEET TO A POINT ON A CURVE TO THE LEFT; 14) EASTERLY 69.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°00'14", AND A CHORD BEARING AND DISTANCE OF NORTH 82°58'58" EAST 69.60 FEET; 15) NORTH 74°58'51" EAST, A DISTANCE OF 162.76 FEET TO A POINT ON A CURVE TO THE RIGHT; 16) EASTERLY 26.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 82°39'57" EAST 26.75 FEET; 17) SOUTH 89°38'56" EAST, A DISTANCE OF 37.94 FEET; 18) NORTH 06°48'24" WEST, A DISTANCE OF 64.18 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 19) WESTERLY 6.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 01°45'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°51'43" WEST 6.92 FEET; 20) SOUTH 74°58'51" WEST, A DISTANCE OF 84.70 FEET TO A POINT ON A CURVE TO THE RIGHT; 21) NORTHWESTERLY 45.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 105°22'13", AND A CHORD BEARING AND DISTANCE OF NORTH 52°20'03" WEST 39.77 FEET; 22) NORTH 00°21'04" EAST, A DISTANCE OF 837.78 FEET TO A POINT ON A CURVE TO THE RIGHT; 23) NORTHEASTERLY 221.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 84°28'19", AND A CHORD BEARING AND DISTANCE OF NORTH 42°35'13" EAST 201.66 FEET; 24) NORTH 11°51'24" EAST, A DISTANCE OF 51.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 25) NORTHWESTERLY 40.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°21'15", AND A CHORD BEARING AND DISTANCE OF NORTH 44°09'28" WEST 36.37 FEET; 26) NORTH 02°31'10" EAST, A DISTANCE OF 105.39 FEET; 27) SOUTH 87°28'50" EAST, A DISTANCE OF 38.16 FEET TO A POINT ON A CURVE TO THE RIGHT; 28) SOUTHEASTERLY 287.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 49°54'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°31'22" EAST 278.49 FEET; 29) SOUTH 37°33'55" EAST, A DISTANCE OF 422.50 FEET; 30) SOUTH 57°23'54" EAST, A DISTANCE OF 156.40 FEET; 31) SOUTH 63°45'55" EAST, A DISTANCE OF 223.85 FEET TO A POINT ON A CURVE TO THE RIGHT; 32) SOUTHEASTERLY 149.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 27°39'06", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°56'22" EAST 148.16 FEET; 33) SOUTH 36°06'49" EAST, A DISTANCE OF 446.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID TRACT D AND TRACT A OF SAID VILLAGE OF GLEN CREEK PHASE 1C, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES:1) SOUTHEASTERLY 133.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 39°23'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°27'50" EAST 130.76 FEET; 2) SOUTH 87°45'14" EAST, A DISTANCE OF 41.30 FEET; 3) SOUTH 89°20'10" EAST, A DISTANCE OF 227.47 FEET TO THE SOUTHWEST CORNER OF TRACT D, VILLAGES OF GLEN CREEK PHASE 1B, ACCORDING TO PLAT BOOK 68, PAGE 179 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT D, VILLAGES OF GLEN CREEK PHASE 1B THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 89°20'10" EAST A DISTANCE OF 5.02 FEET; 2) NORTH 84°27'50" EAST, A DISTANCE OF 265.21 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) EASTERLY 126.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 272.00 FEET, A CENTRAL ANGLE OF 26°43'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°10'28" EAST 125.72 FEET; 4) SOUTH 68°48'47" EAST, A DISTANCE OF 304.21 FEET TO A POINT ON A CURVE TO THE LEFT; 5) EASTERLY 20.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,078.00 FEET, A CENTRAL ANGLE OF 01°06'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 69°22'10" EAST 20.93 FEET; 6) SOUTH 69°55'32" EAST, A DISTANCE OF 165.72 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 7) NORTHERLY 13.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°01'04", AND A CHORD BEARING AND DISTANCE OF NORTH 17°14'13" EAST 13.32 FEET; 8) NORTH 17°44'45" EAST, A DISTANCE OF 116.19 FEET TO THE SOUTH LINE OF TRACT 1 OF SAID VILLAGES OF GLEN CREEK PHASE 1B; THENCE SOUTH 72°15'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE BOUNDARY LINE OF TRACT 2, VILLAGES OF GLEN CREEK PHASE 1A, ACCORDING TO PLAT BOOK 62, PAGE 11, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 2 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 17°44'45" WEST, A DISTANCE OF 104.28 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 2) SOUTHEASTERLY 74.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°12'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 59°35'41" EAST 74.45 FEET; 3) SOUTH 53°29'21" EAST, A DISTANCE OF 469.29 FEET TO A POINT ON A CURVE TO THE RIGHT; 4) SOUTHEASTERLY 63.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°05'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'30" EAST 63.53 FEET; 5) SOUTH 45°23'38" EAST, A DISTANCE OF 73.99 FEET TO THE NORTH LINE OF TRACT 10, SAID VILLAGES OF GLEN CREEK PHASE 1A; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 39°49'01" WEST, A DISTANCE OF 11.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 2) WESTERLY 56.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.93 FEET, A CENTRAL ANGLE OF 67°48'48", AND A CHORD BEARING AND DISTANCE OF NORTH 84°05'23" WEST 53.48 FEET; 3) SOUTH 62°00'13" WEST, A DISTANCE OF 16.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 4) SOUTHWESTERLY 63.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 53°58'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°33'55" WEST 60.81 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 89°04'04" WEST, A DISTANCE OF 402.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 40.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 67°02'34", AND A CHORD BEARING AND DISTANCE OF NORTH 57°24'39" WEST 38.66 FEET; THENCE NORTH 89°20'10" WEST, A DISTANCE OF 84.08 FEET; THENCE CONTINUE ALONG SAID LINE, NORTH 89°20'10" WEST A DISTANCE OF 784.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND BEING TRACTS E AND E1, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E, VILLAGES OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°21'04" EAST, A DISTANCE OF 1,106.26 FEET; THENCE SOUTH 89°38'56" EAST, A DISTANCE OF 99.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 19.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44°30'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°23'43" EAST 18.94 FEET; THENCE SOUTH 45°08'30" EAST, A DISTANCE OF 94.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 12°00'02", AND A CHORD BEARING AND DISTANCE OF NORTH 56°19'25" EAST 43.90 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 15.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF NORTH 32°25'18" EAST 14.96 FEET; THENCE NORTH 02°31'10" EAST, A DISTANCE OF 135.53 FEET; THENCE SOUTH 87°28'50" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°31'10" WEST, A DISTANCE OF 135.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 26.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59°48'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 32°25'18" WEST 24.93 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 216.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 61°58'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 31°20'15" WEST 205.93 FEET; THENCE SOUTH 00°21'04" WEST, A DISTANCE OF 871.94 FEET; THENCE NORTH 89°38'56" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

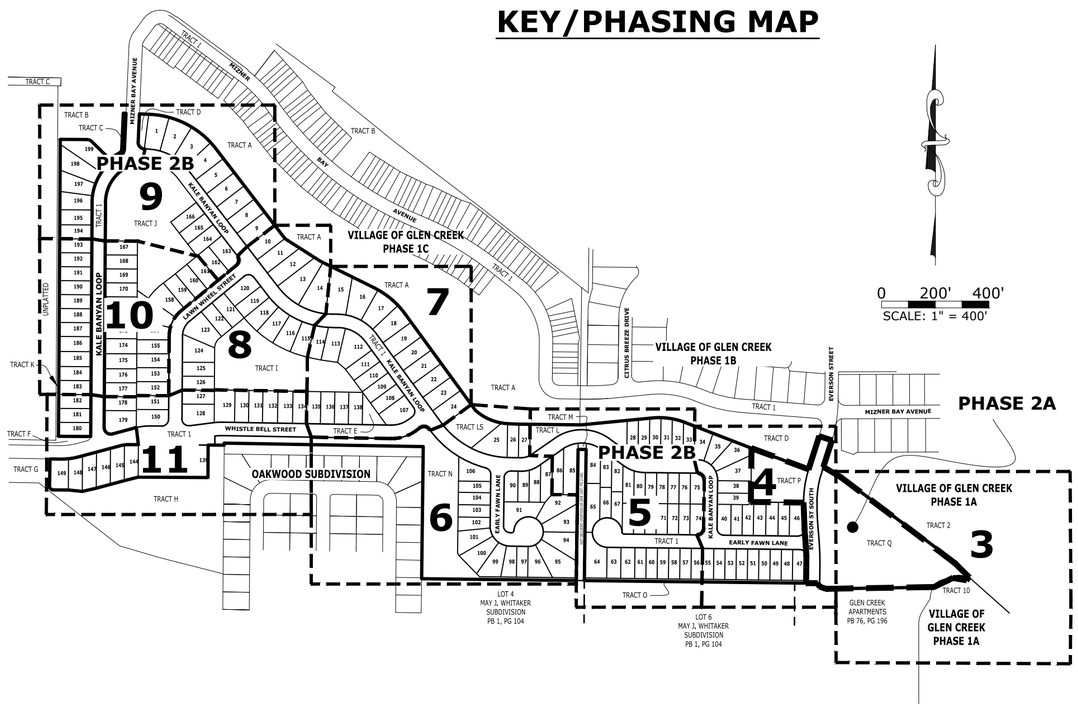
RESERVATION OF EASEMENTS

THERE ARE HEREBY EXPRESSLY RESERVED, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG EACH FRONT LOT LINE, FIVE (5) FEET IN WIDTH ALONG EACH REAR LOT LINE, AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS. WHERE SAID LOTS ARE COMBINED, THE UTILITY SHALL BE REIMBURSED FOR ANY RELOCATION OF SAID FACILITIES AFFECTED BY THE COMBINING OF SAID LOTS. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED. ALL UTILITIES WILL BE PLACED UNDERGROUND.

DRAINAGE EASEMENTS SHALL ALSO BE ACCESS AND MAINTENANCE EASEMENTS FOR ACCESS AND MAINTENANCE OF THE DRAINAGE FACILITIES LOCATED THEREIN.

ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

KEY/PHASING MAP



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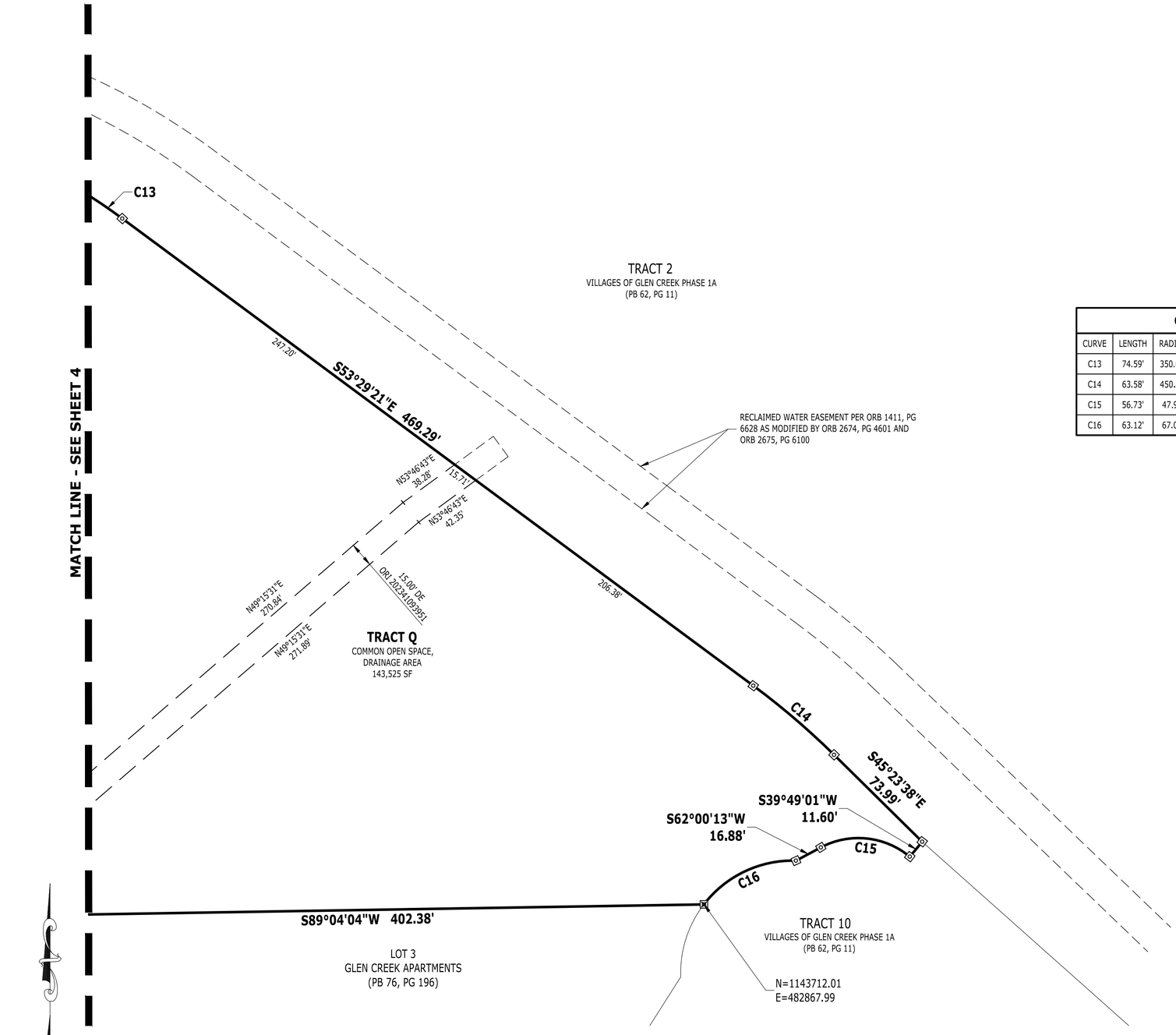
VILLAGES OF GLEN CREEK PHASE 2

A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C13	74.59'	350.00'	12°12'38"	S59°35'41"E	74.45'
C14	63.58'	450.00'	8°05'43"	S49°26'30"E	63.53'
C15	56.73'	47.93'	67°48'48"	N84°05'23"W	53.48'
C16	63.12'	67.00'	53°58'31"	S64°33'55"W	60.81'

LEGEND:

DE = DRAINAGE EASEMENT
OA = OVERALL
ORB = OFFICIAL RECORD BOOK
ORI = OFFICIAL RECORD INSTRUMENT
PB = PLAT BOOK
PG = PAGE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
(NR) = NON-RADIAL BEARING
R/W = RIGHT-OF-WAY
SF = SQUARE FEET
UE = UTILITY EASEMENT
SND = SET NAIL AND DISK STAMPED "PCP LB#2610"
SCM = SET 4"x4" CONCRETE MONUMENT AND DISK "PRM LB#2610"
FND = FOUND NAIL AND DISK

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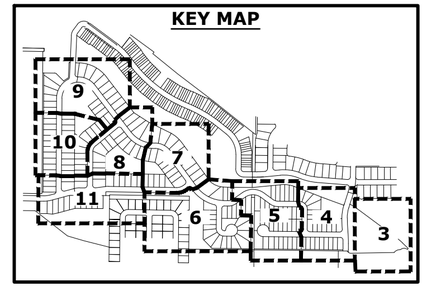
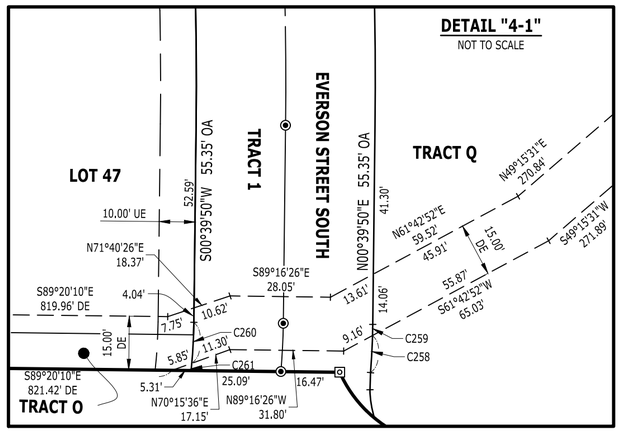
KEY MAP



VILLAGES OF GLEN CREEK PHASE 2

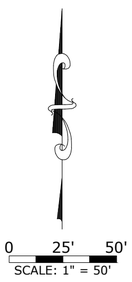
PLAT BOOK ____, PAGE ____
SHEET 4 OF 11

A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

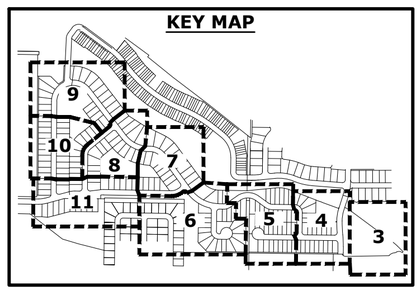


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C11	20.93'	1,078.00'	1°06'45"	S69°22'10"E	20.93'
C12	13.32'	750.00'	1°01'04"	N17°14'13"E	13.32'
C13	74.59'	350.00'	12°12'38"	S59°35'41"E	74.45'
C17	40.95'	35.00'	67°02'34"	N57°24'39"W	38.66'
C23	24.83'	725.00'	1°57'43"	S16°45'53"W	24.82'
C24	98.96'	375.00'	15°07'12"	S08°13'26"W	98.67'
C25	108.54'	1,025.00'	6°04'02"	S02°22'11"E	108.49'
C26	27.29'	1,025.00'	1°31'31"	N04°38'26"W	27.29'
C27	81.25'	1,025.00'	4°32'31"	N01°36'25"W	81.23'
C28	108.54'	1,025.00'	6°04'02"	N02°22'11"W	108.49'
C29	13.49'	175.00'	4°25'02"	N02°52'21"E	13.49'
C31	78.54'	50.00'	90°00'00"	N44°20'10"W	70.71'
C47	12.36'	750.00'	0°56'38"	S16°15'21"W	12.36'
C48	105.56'	400.00'	15°07'12"	S08°13'26"W	105.25'
C49	100.76'	1,050.00'	5°29'53"	S02°05'06"E	100.72'
C50	41.67'	25.00'	95°29'53"	N42°54'54"E	37.01'
C51	39.27'	25.00'	90°00'00"	S44°20'10"E	35.36'
C52	117.81'	75.00'	90°00'00"	N44°20'10"W	106.07'
C60	23.97'	700.00'	1°57'43"	S16°45'53"W	23.97'
C61	92.36'	350.00'	15°07'12"	S08°13'26"W	92.09'
C62	105.89'	1,000.00'	6°04'02"	S02°22'11"E	105.84'
C63	111.19'	1,050.00'	6°04'02"	N02°22'11"W	111.14'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C64	13.50'	150.00'	5°09'19"	N03°14'30"E	13.49'
C65	31.97'	1,000.00'	1°49'55"	N00°15'07"W	31.97'
C66	38.47'	25.00'	88°10'05"	N45°15'07"W	34.79'
C69	39.27'	25.00'	90°00'00"	N45°39'50"E	35.36'
C70	39.27'	25.00'	90°00'00"	N44°20'10"W	35.36'
C97	3.00'	1,050.00'	0°09'49"	S00°34'56"W	3.00'
C98	97.76'	1,050.00'	5°20'04"	S02°10'01"E	97.72'
C99	33.42'	75.00'	25°31'41"	N12°06'00"W	33.14'
C101	30.05'	75.00'	22°57'17"	N36°20'30"W	29.85'
C102	31.06'	75.00'	23°43'39"	N59°40'58"W	30.84'
C103	23.29'	75.00'	17°47'22"	N80°26'28"W	23.19'
C129	13.49'	200.00'	3°51'51"	N02°35'46"E	13.49'
C130	8.06'	28.00'	16°29'39"	S09°10'32"E	8.03'
C131	24.72'	35.00'	40°28'24"	S70°41'44"E	24.21'
C132	16.23'	35.00'	26°34'10"	S37°10'27"E	16.09'
C133	10.02'	150.00'	3°49'36"	N03°54'21"E	10.02'
C134	3.48'	150.00'	1°19'43"	N01°19'42"E	3.48'
C258	10.39'	200.00'	2°58'34"	N03°02'24"E	10.39'
C259	3.10'	200.00'	0°53'17"	N01°06'29"E	3.10'
C260	11.45'	150.00'	4°22'26"	N02°51'03"E	11.45'
C261	2.05'	150.00'	0°46'53"	N05°25'43"E	2.05'



LINE TABLE		
LINE	BEARING	DISTANCE
L13	S00°39'50"W	4.86'
L14	S05°24'12"E	17.59'
L16	S00°39'50"W	4.86'
L19	N17°44'45"E	11.91'
L20	S00°39'50"W	4.86'
L21	S05°24'12"E	17.59'
L22	S00°39'50"W	55.35'



LEGEND:

DE = DRAINAGE EASEMENT
OA = OVERALL
ORB = OFFICIAL RECORD BOOK
ORI = OFFICIAL RECORD INSTRUMENT
PB = PLAT BOOK
PG = PAGE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
(NR) = NON-RADIAL BEARING
R/W = RIGHT-OF-WAY
SF = SQUARE FEET
UE = UTILITY EASEMENT
◉ SND = SET NAIL AND DISK STAMPED "PCP LB#2610"
▣ SCM = SET 4"x4" CONCRETE MONUMENT AND DISK "PRM LB#2610"
◎ FND = FOUND NAIL AND DISK

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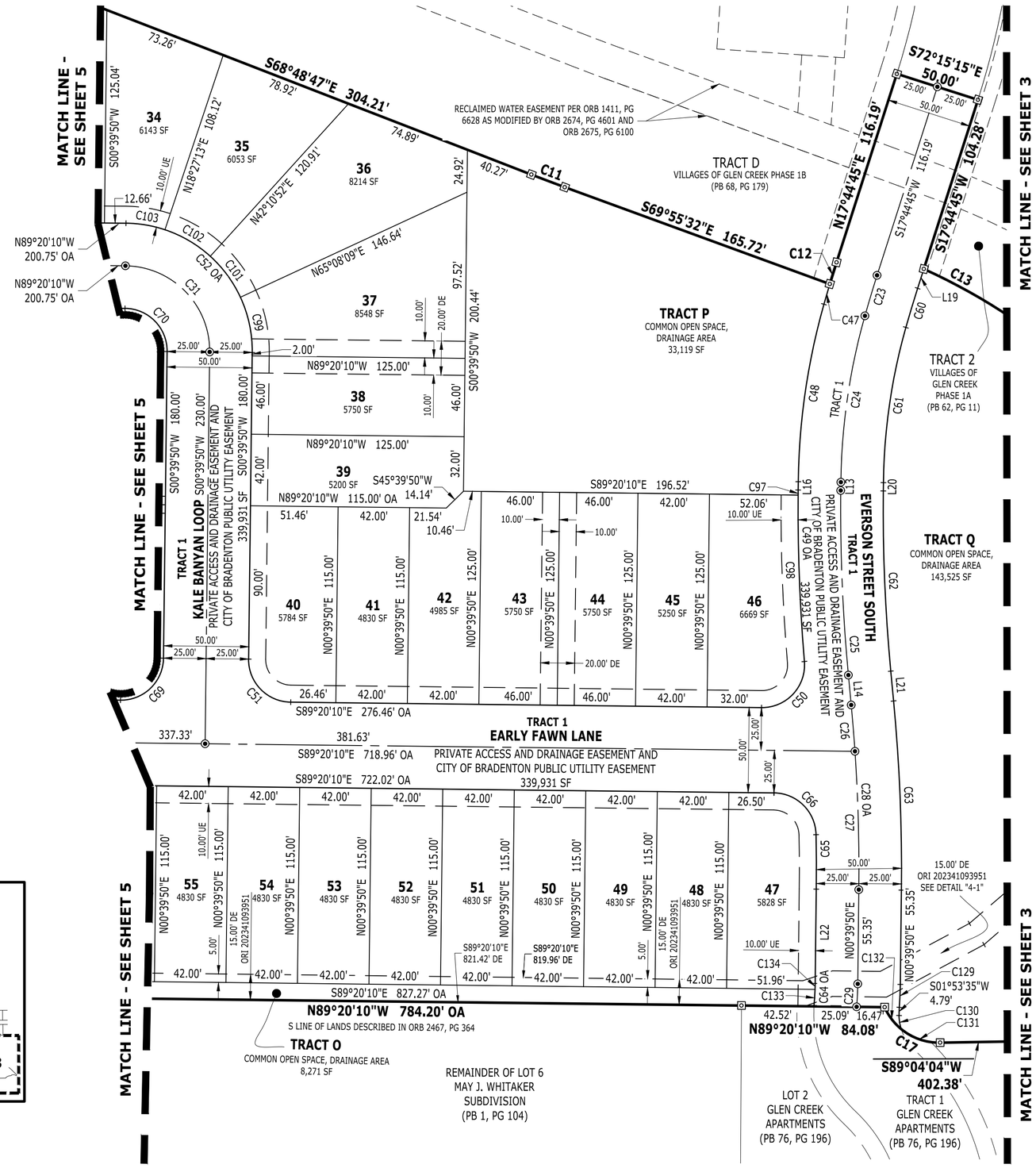


VILLAGES OF GLEN CREEK PHASE 2

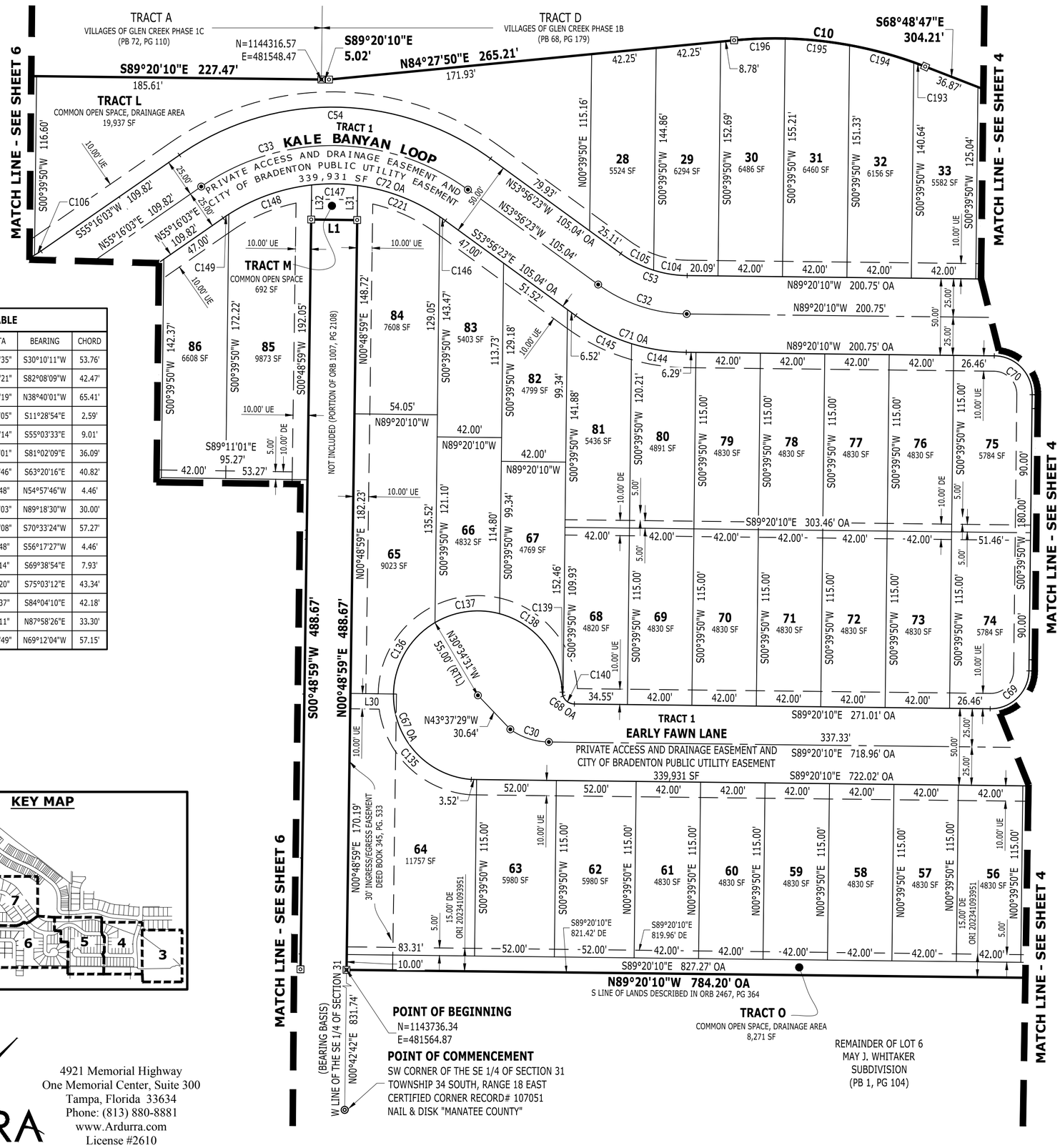
A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

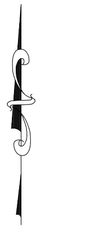
PLAT BOOK ____, PAGE ____
SHEET 5 OF 11

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°20'10"W	30.00'
L30	N89°11'01"W	28.06'
L31	S00°48'59"W	22.47'
L32	S00°48'59"W	22.49'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C10	126.86'	272.00'	26°43'23"	S82°10'28"E	125.72'
C30	26.85'	44.00'	34°58'04"	S71°51'08"E	26.44'
C32	61.78'	100.00'	35°23'47"	S71°38'16"E	60.80'
C33	185.34'	150.00'	70°47'34"	N89°20'10"W	173.77'
C53	46.33'	75.00'	35°23'47"	S71°38'16"E	45.60'
C54	216.22'	175.00'	70°47'34"	N89°20'10"W	202.73'
C67	252.72'	55.00'	263°15'57"	S46°11'11"W	82.22'
C68	12.17'	8.00'	87°09'19"	S45°45'30"E	11.03'
C69	39.27'	25.00'	90°00'00"	N45°39'50"E	35.36'
C70	39.27'	25.00'	90°00'00"	N44°20'10"W	35.36'
C71	77.22'	125.00'	35°23'47"	S71°38'16"E	76.00'
C72	154.45'	125.00'	70°47'34"	N89°20'10"W	144.81'
C104	22.24'	75.00'	16°59'11"	S80°50'34"E	22.15'
C105	24.10'	75.00'	18°24'36"	S63°08'41"E	24.00'
C106	4.94'	60.00'	4°43'07"	N57°37'36"E	4.94'
C135	82.90'	55.00'	86°21'42"	S42°15'57"E	75.27'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C136	56.17'	55.00'	58°30'35"	S30°10'11"W	53.76'
C137	43.60'	55.00'	45°25'21"	S82°08'09"W	42.47'
C138	70.05'	55.00'	72°58'19"	N38°40'01"W	65.41'
C139	2.60'	8.00'	18°36'05"	S11°28'54"E	2.59'
C140	9.57'	8.00'	68°33'14"	S55°03'33"E	9.01'
C144	36.22'	125.00'	16°36'01"	S81°02'09"E	36.09'
C145	41.01'	125.00'	18°47'46"	S63°20'16"E	40.82'
C146	4.46'	125.00'	2°02'48"	N54°57'46"W	4.46'
C147	30.07'	125.00'	13°47'03"	N89°18'30"W	30.00'
C148	57.78'	125.00'	26°29'08"	S70°33'24"W	57.27'
C149	4.46'	125.00'	2°02'48"	S56°17'27"W	4.46'
C193	7.93'	272.00'	1°40'14"	S69°38'54"E	7.93'
C194	43.39'	272.00'	9°08'20"	S75°03'12"E	43.34'
C195	42.22'	272.00'	8°53'37"	S84°04'10"E	42.18'
C196	33.33'	272.00'	7°01'11"	N87°58'26"E	33.30'
C221	57.66'	125.00'	26°25'49"	N69°12'04"W	57.15'





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VILLAGES OF GLEN CREEK PHASE 2

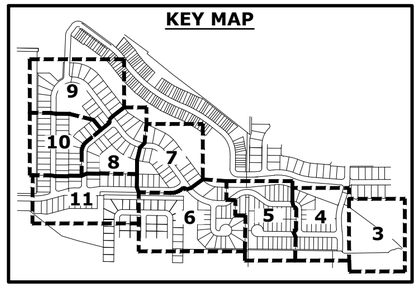
A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

PLAT BOOK ____, PAGE ____
SHEET 6 OF 11

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N89°20'10"W	45.16'
L23	S89°20'10"E	38.59'
L24	N36°06'49"W	4.98'
L25	N53°53'11"E	19.66'
L141	S53°53'11"W	52.79'
L142	N36°06'49"W	50.96'
L143	N53°53'11"E	44.96'
L144	N77°19'09"E	0.74'
L145	S89°01'08"E	58.15'
L146	N89°50'07"E	56.21'

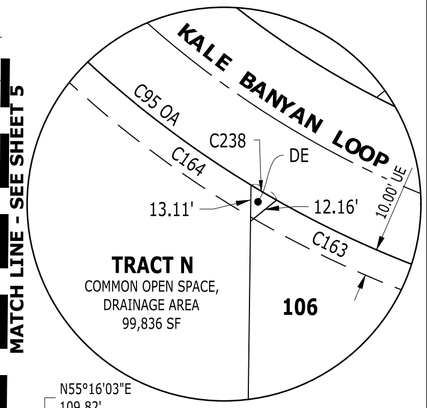
LINE TABLE		
LINE	BEARING	DISTANCE
L147	N89°50'07"E	35.49'
L148	N89°50'07"E	8.46'
L149	N88°58'24"E	199.59'
L154	N77°19'09"E	22.06'
L155	S89°01'08"E	67.07'
L156	N89°50'07"E	36.80'
L157	N89°49'57"E	63.20'
L162	S89°02'48"W	96.66'
L164	S89°02'48"W	32.96'
L165	S50°53'00"W	9.21'

KEY MAP



NOTE: SEE SHEET 7 FOR DETAIL "6-2" AND DETAIL "6-3"

DETAIL "6-1"
NOT TO SCALE



MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 11

MATCH LINE - SEE SHEET 5

RECLAIMED WATER EASEMENT PER ORB 1411, PG 6628 AS MODIFIED BY ORB 2674, PG 4601 AND ORB 2675, PG 6100

30.00' MANATEE COUNTY DRAINAGE EASEMENT VILLAGES OF GLEN CREEK PHASE 1C (PB 72, PG 110)

TRACT A
VILLAGES OF GLEN CREEK PHASE 1C (PB 72, PG 110)

S36°06'49"E 446.64' OA

S87°45'14"E 41.30'

S89°20'10"E 227.47'

TRACT LS
LIFT STATION, COMMON OPEN SPACE 17,116 SF

PUBLIC LIFT STATION AREA

COMMON OPEN SPACE

N89°00'09"W 630.68'

S89°01'08"E 300.08' OA

N89°00'09"W 730.55'

S89°01'08"E 299.94'

N89°00'09"W 741.89'

N88°58'24"E 199.59'

N LINE OAKWOOD SUBDIVISION (PB 16, PG 69)

40.00' DEDICATED FOR DRAINAGE R/W

15.00' MANATEE COUNTY DRAINAGE EASEMENT VILLAGES OF GLEN CREEK PHASE 1C PB 72, PG 110

30.00' MANATEE COUNTY DRAINAGE EASEMENT

SEE DETAIL "6-1" (SEE SHEET 6)

SEE DETAIL "6-2" (SEE SHEET 7)

TRACT 1
PRIVATE ACCESS AND DRAINAGE EASEMENT AND CITY OF BRADENTON PUBLIC UTILITY EASEMENT
339,931 SF

KALE BANYAN LOOP

TRACT 1
PALE SHORE WAY
PRIVATE ACCESS AND DRAINAGE EASEMENT AND CITY OF BRADENTON PUBLIC UTILITY EASEMENT
339,931 SF

OAKWOOD SUBDIVISION (PB 16, PG 69)

E LINE OAKWOOD SUBDIVISION (PB 16, PG 69)

OAKWOOD SUBDIVISION (PB 16, PG 69)

N00°42'46"E 492.20'

478.09'

TRACT N
COMMON OPEN SPACE, DRAINAGE AREA
99,836 SF

N89°20'10"W 576.30'

S LINE OF LANDS DESCRIBED IN ORB 2467, PG 364

N89°20'10"W 360.70' OA

10.00'

REMAINDER OF LOT 4 MAY J. WHITAKER SUBDIVISION (PB 1, PG 104)

TRACT N
COMMON OPEN SPACE, DRAINAGE AREA
99,836 SF

REMAINDER OF LOT 4 MAY J. WHITAKER SUBDIVISION (PB 1, PG 104)

22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C9	133.37'	194.00'	39°23'25"	S67°27'50"E	130.76'
C34	52.51'	85.00'	35°23'47"	N72°57'57"E	51.68'
C35	43.47'	345.00'	7°13'10"	S85°43'35"E	43.44'
C36	277.00'	345.00'	46°00'10"	S59°06'54"E	269.62'
C45	103.77'	50.00'	118°54'39"	S58°42'35"E	86.12'
C55	37.07'	60.00'	35°23'49"	N72°57'58"E	36.48'
C56	297.25'	320.00'	53°13'20"	S62°43'29"E	286.68'
C73	67.96'	110.00'	35°23'47"	N72°57'57"E	66.88'
C74	48.01'	25.00'	110°01'59"	S54°16'15"E	40.97'
C75	9.27'	8.00'	66°23'08"	N37°31'12"E	8.76'
C76	256.41'	55.00'	267°06'47"	N42°06'58"W	79.72'
C77	117.92'	75.00'	90°04'55"	S44°17'43"E	106.14'
C78	33.44'	25.00'	76°38'45"	N37°34'38"W	31.00'
C79	39.27'	25.00'	90°00'00"	N81°06'49"W	35.36'
C80	97.16'	150.00'	37°06'40"	N72°26'31"E	95.47'
C95	255.25'	370.00'	39°31'34"	S55°52'36"E	250.22'
C96	39.23'	25.00'	89°55'05"	S45°42'17"W	35.33'
C107	32.13'	60.00'	30°40'42"	N75°19'31"E	31.74'
C108	140.21'	320.00'	25°06'19"	S75°18'37"E	139.09'
C109	74.21'	320.00'	13°17'18"	S56°06'50"E	74.05'
C110	51.61'	320.00'	9°14'26"	S44°50'56"E	51.55'
C111	10.01'	320.00'	1°47'36"	S39°19'55"E	10.01'
C150	37.71'	110.00'	19°38'30"	N65°05'18"E	37.52'
C151	30.25'	110.00'	15°45'18"	N82°47'11"E	30.15'
C152	110.28'	55.00'	114°53'00"	S61°46'08"W	92.71'
C153	29.59'	55.00'	30°49'12"	N45°22'46"W	29.23'
C154	29.59'	55.00'	30°49'12"	N14°33'34"W	29.23'
C155	29.59'	55.00'	30°49'12"	N16°15'38"E	29.23'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C156	29.59'	55.00'	30°49'12"	N47°04'49"E	29.23'
C157	27.79'	55.00'	28°57'00"	N76°57'55"E	27.50'
C158	13.11'	75.00'	10°01'05"	S84°19'37"E	13.10'
C159	32.19'	75.00'	24°35'25"	S67°01'22"E	31.94'
C160	32.19'	75.00'	24°35'25"	S42°25'57"E	31.94'
C161	32.18'	75.00'	24°35'09"	S17°50'39"E	31.94'
C162	8.24'	75.00'	6°17'49"	S02°24'10"E	8.24'
C163	109.13'	370.00'	16°53'59"	S67°11'24"E	108.74'
C164	146.12'	370.00'	22°37'35"	S47°25'37"E	145.17'
C197	0.86'	194.00'	0°15'12"	S87°01'57"E	0.86'
C198	21.60'	194.00'	6°22'42"	S83°43'00"E	21.59'
C199	110.92'	194.00'	32°45'32"	S64°08'53"E	109.41'
C207	2.14'	25.00'	4°54'43"	S41°47'54"E	2.14'
C208	17.49'	25.00'	40°05'17"	S19°17'54"E	17.14'
C209	19.63'	25.00'	45°00'00"	S21°45'15"E	19.13'
C222	8.23'	320.00'	1°28'23"	S88°35'58"E	8.23'
C228	37.05'	370.00'	5°44'16"	S38°58'57"E	37.04'
C229	21.00'	370.00'	3°15'09"	S43°28'39"E	21.00'
C230	6.73'	370.00'	1°02'31"	S45°37'29"E	6.73'
C231	37.79'	370.00'	5°51'05"	S49°04'17"E	37.77'
C232	152.68'	370.00'	23°38'34"	S63°49'06"E	151.60'
C233	22.45'	194.00'	6°37'54"	S83°50'36"E	22.44'
C234	29.20'	194.00'	8°37'23"	S76°12'58"E	29.17'
C235	7.91'	194.00'	2°20'10"	S70°44'12"E	7.91'
C236	26.30'	194.00'	7°46'05"	S65°41'05"E	26.28'
C237	47.51'	194.00'	14°01'55"	S54°47'05"E	47.39'
C238	10.74'	370.00'	1°39'47"	S59°34'18"E	10.74'
C257	135.84'	320.00'	24°19'23"	S50°35'48"E	134.83'

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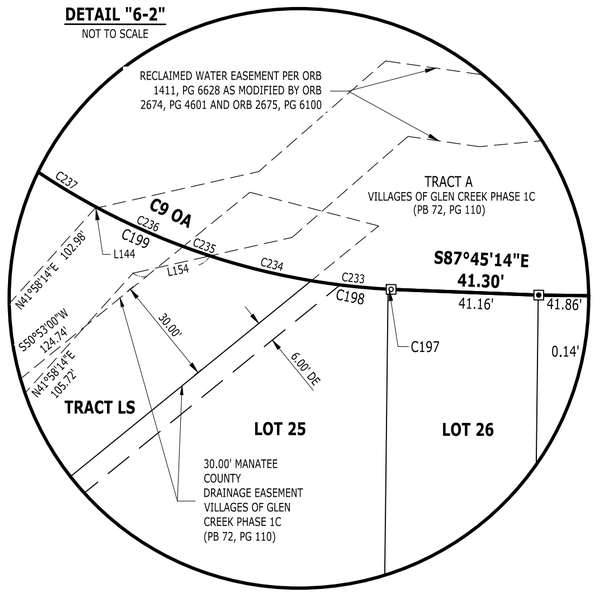
VILLAGES OF GLEN CREEK PHASE 2

A REPLAT OF TRACTS D, D1, E, E1, I AND J, VILLAGE OF GLEN CREEK PHASE 1C, ACCORDING TO PLAT BOOK 72, PAGE 110, AND A PORTION OF LOTS 2, 3, 4, 6 AND 7 OF MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104, AND A PORTION OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA

PLAT BOOK ____, PAGE ____
SHEET 7 OF 11

DETAIL "6-2"
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L15	S89°44'38"E	19.61'
L18	S89°44'38"E	19.61'
L24	N36°06'49"W	4.98'
L25	N53°53'11"E	19.66'
L27	S89°44'38"E	19.61'
L28	N53°53'11"E	19.66'
L55	S78°20'10"E	43.05'
L56	S82°02'19"E	62.25'
L57	S49°31'20"E	37.32'
L58	S37°13'16"E	52.01'
L59	N36°06'49"W	57.52'
L144	N77°19'09"E	0.74'
L154	N77°19'09"E	22.06'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C8	149.61'	310.00'	27°39'06"	S49°56'22"E	148.16'
C9	133.37'	194.00'	39°23'25"	S67°27'50"E	130.76'
C36	277.00'	345.00'	46°00'10"	S59°06'54"E	269.62'
C37	145.08'	155.00'	53°37'49"	N62°55'43"W	139.84'
C38	254.99'	280.00'	52°10'43"	S63°39'16"E	246.27'
C40	80.96'	125.00'	37°06'40"	N72°26'31"E	79.56'
C56	297.25'	320.00'	53°13'20"	S62°43'29"E	286.68'
C57	168.48'	180.00'	53°37'49"	N62°55'43"W	162.40'
C58	232.23'	255.00'	52°10'43"	S63°39'16"E	224.28'
C79	39.27'	25.00'	90°00'00"	N81°06'49"W	35.36'
C80	97.16'	150.00'	37°06'40"	N72°26'31"E	95.47'
C88	277.76'	305.00'	52°10'43"	S63°39'16"E	268.26'
C89	121.68'	130.00'	53°37'49"	N62°55'43"W	117.29'
C90	39.27'	25.00'	90°00'00"	N08°53'11"E	35.36'
C91	64.77'	100.00'	37°06'40"	N72°26'31"E	63.64'
C112	22.81'	180.00'	7°15'43"	N39°44'41"W	22.80'
C113	54.94'	180.00'	17°29'20"	N52°07'12"W	54.73'
C114	60.70'	180.00'	19°19'14"	N70°31'29"W	60.41'
C115	30.03'	180.00'	9°33'32"	N84°57'52"W	30.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C116	24.68'	255.00'	5°32'42"	S86°58'17"E	24.67'
C183	52.26'	305.00'	9°48'59"	S82°02'19"E	52.19'
C184	14.89'	305.00'	2°47'49"	S88°20'43"E	14.89'
C185	29.09'	130.00'	12°49'15"	N83°20'00"W	29.03'
C186	92.59'	130.00'	40°48'33"	N56°31'06"W	90.65'
C192	12.97'	320.00'	2°19'18"	S37°16'28"E	12.97'
C197	0.86'	194.00'	0°15'12"	S87°01'57"E	0.86'
C198	21.60'	194.00'	6°22'42"	S83°43'00"E	21.59'
C199	110.92'	194.00'	32°45'32"	S64°08'53"E	109.41'
C200	39.29'	310.00'	7°15'43"	S39°44'41"E	39.26'
C201	94.62'	310.00'	17°29'20"	S52°07'12"E	94.26'
C202	15.70'	310.00'	2°54'03"	S62°18'53"E	15.69'
C214	291.20'	426.00'	39°09'56"	S58°45'12"E	285.56'
C217	8.96'	426.00'	1°12'20"	S77°44'00"E	8.96'
C233	22.45'	194.00'	6°37'54"	S83°50'36"E	22.44'
C234	29.20'	194.00'	8°37'23"	S76°12'58"E	29.17'
C235	7.91'	194.00'	2°20'10"	S70°44'12"E	7.91'
C236	26.30'	194.00'	7°46'05"	S65°41'05"E	26.28'
C237	47.51'	194.00'	14°01'55"	S54°47'05"E	47.39'

KEY MAP

LEGEND:

DE = DRAINAGE EASEMENT
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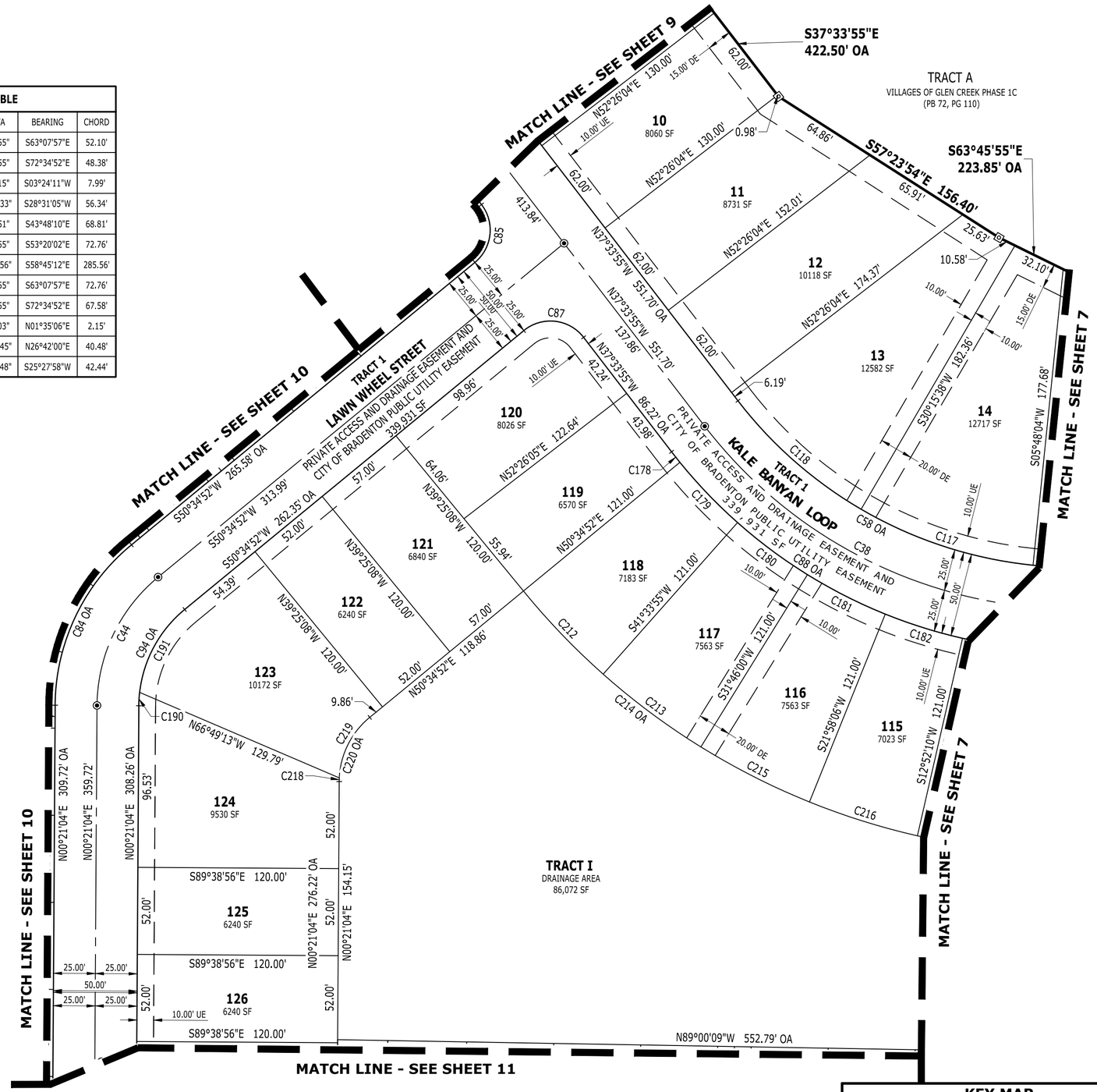
PLAT BOOK ____, PAGE ____
SHEET 8 OF 11

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C38	254.99'	280.00'	52°10'43"	S63°39'16"E	246.27'
C44	87.67'	100.00'	50°13'48"	S25°27'58"W	84.89'
C58	232.23'	255.00'	52°10'43"	S63°39'16"E	224.28'
C84	109.58'	125.00'	50°13'48"	S25°27'58"W	106.11'
C85	38.46'	25.00'	88°08'47"	N06°30'29"E	34.78'
C87	40.08'	25.00'	91°51'13"	N83°29'31"W	35.92'
C88	277.76'	305.00'	52°10'43"	S63°39'16"E	268.26'
C94	65.75'	75.00'	50°13'48"	S25°27'58"W	63.67'
C117	108.86'	255.00'	24°27'34"	S71°58'09"E	108.03'
C118	98.69'	255.00'	22°10'27"	S48°39'08"E	98.07'
C178	8.02'	305.00'	1°30'24"	S38°19'05"E	8.02'
C179	49.84'	305.00'	9°21'46"	S43°45'12"E	49.78'
C180	52.16'	305.00'	9°47'55"	S53°20'02"E	52.10'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C181	52.16'	305.00'	9°47'55"	S63°07'57"E	52.10'
C182	48.43'	305.00'	9°05'55"	S72°34'52"E	48.38'
C190	7.99'	75.00'	6°06'15"	S03°24'11"W	7.99'
C191	57.76'	75.00'	44°07'33"	S28°31'05"W	56.34'
C212	68.88'	426.00'	9°15'51"	S43°48'10"E	68.81'
C213	72.85'	426.00'	9°47'55"	S53°20'02"E	72.76'
C214	291.20'	426.00'	39°09'56"	S58°45'12"E	285.56'
C215	72.85'	426.00'	9°47'55"	S63°07'57"E	72.76'
C216	67.65'	426.00'	9°05'55"	S72°34'52"E	67.58'
C218	2.15'	50.00'	2°28'03"	N01°35'06"E	2.15'
C219	41.68'	50.00'	47°45'45"	N26°42'00"E	40.48'
C220	43.83'	50.00'	50°13'48"	S25°27'58"W	42.44'



0 25' 50'
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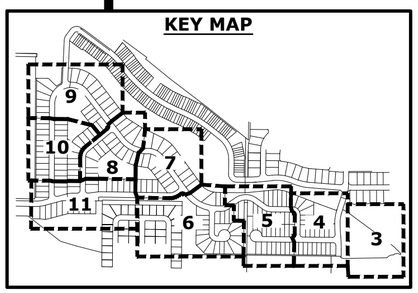
KEY MAP



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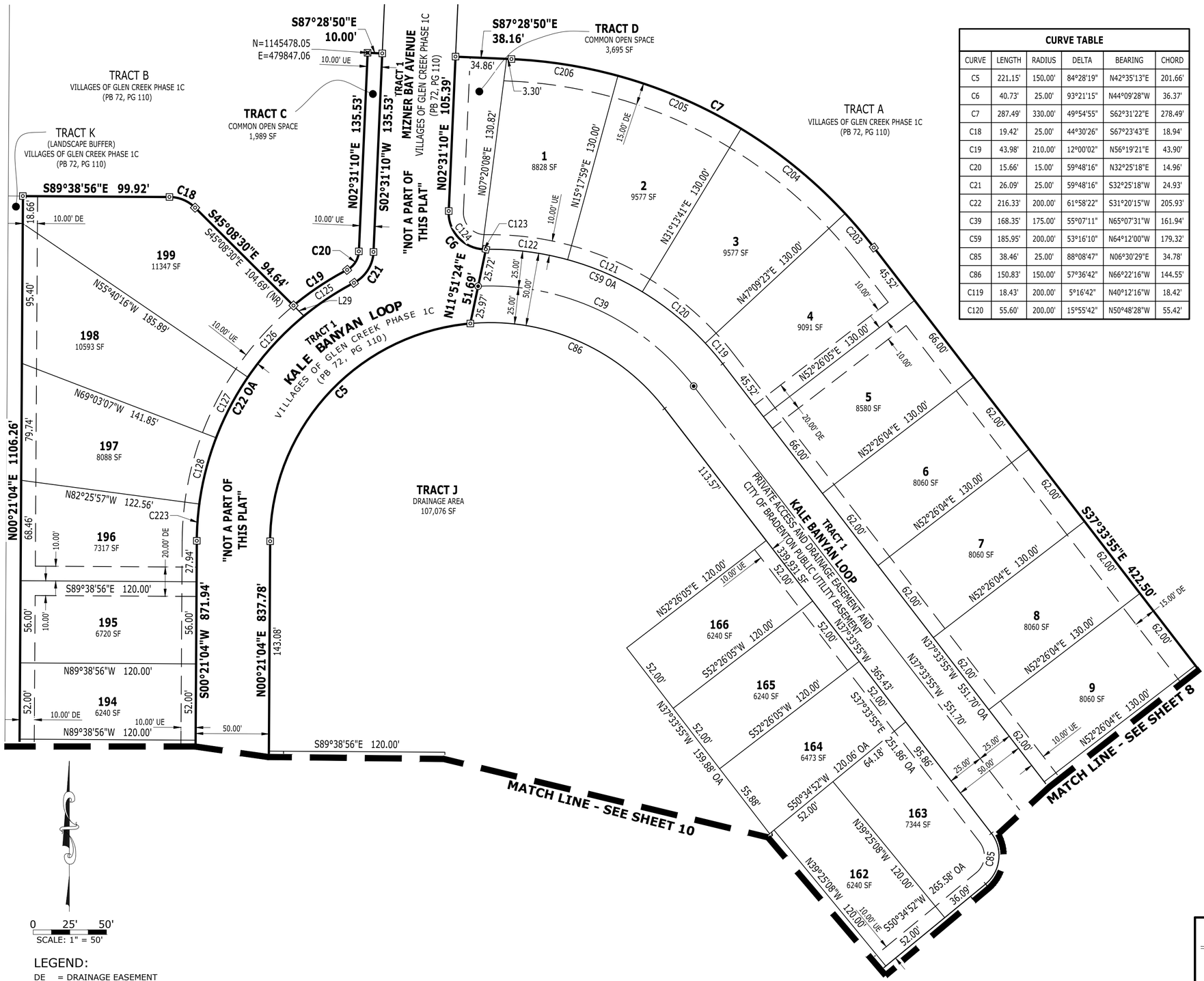
PLAT BOOK ____, PAGE ____
SHEET 9 OF 11



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C5	221.15'	150.00'	84°28'19"	N42°35'13"E	201.66'
C6	40.73'	25.00'	93°21'15"	N44°09'28"W	36.37'
C7	287.49'	330.00'	49°54'55"	S62°31'22"E	278.49'
C18	19.42'	25.00'	44°30'26"	S67°23'43"E	18.94'
C19	43.98'	210.00'	12°00'02"	N56°19'21"E	43.90'
C20	15.66'	15.00'	59°48'16"	N32°25'18"E	14.96'
C21	26.09'	25.00'	59°48'16"	S32°25'18"W	24.93'
C22	216.33'	200.00'	61°58'22"	S31°20'15"W	205.93'
C39	168.35'	175.00'	55°07'11"	N65°07'31"W	161.94'
C59	185.95'	200.00'	53°16'10"	N64°12'00"W	179.32'
C85	38.46'	25.00'	88°08'47"	N06°30'29"E	34.78'
C86	150.83'	150.00'	57°36'42"	N66°22'16"W	144.55'
C119	18.43'	200.00'	5°16'42"	N40°12'16"W	18.42'
C120	55.60'	200.00'	15°55'42"	N50°48'28"W	55.42'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C121	55.60'	200.00'	15°55'42"	N66°44'10"W	55.42'
C122	56.32'	200.00'	16°08'04"	N82°46'03"W	56.13'
C123	2.59'	25.00'	5°55'59"	S87°52'06"E	2.59'
C124	38.14'	25.00'	87°25'16"	S41°11'28"E	34.55'
C125	40.93'	200.00'	11°43'35"	S56°27'39"W	40.86'
C126	56.79'	200.00'	16°16'07"	S42°27'48"W	56.60'
C127	46.71'	200.00'	13°22'51"	S27°38'19"W	46.60'
C128	46.71'	200.00'	13°22'51"	S14°15'28"W	46.60'
C203	30.40'	330.00'	5°16'42"	N40°12'16"W	30.39'
C204	91.74'	330.00'	15°55'42"	N50°48'28"W	91.45'
C205	91.74'	330.00'	15°55'42"	N66°44'10"W	91.45'
C206	73.61'	330.00'	12°46'49"	N81°05'25"W	73.46'
C223	25.19'	200.00'	7°12'59"	S03°57'33"W	25.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	S45°08'30"E	10.05'

0 25' 50'
SCALE: 1" = 50'

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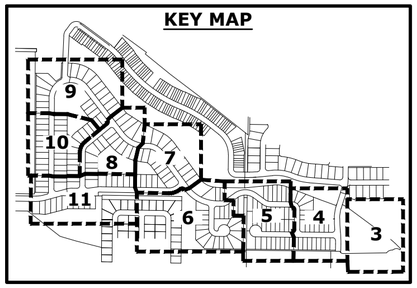

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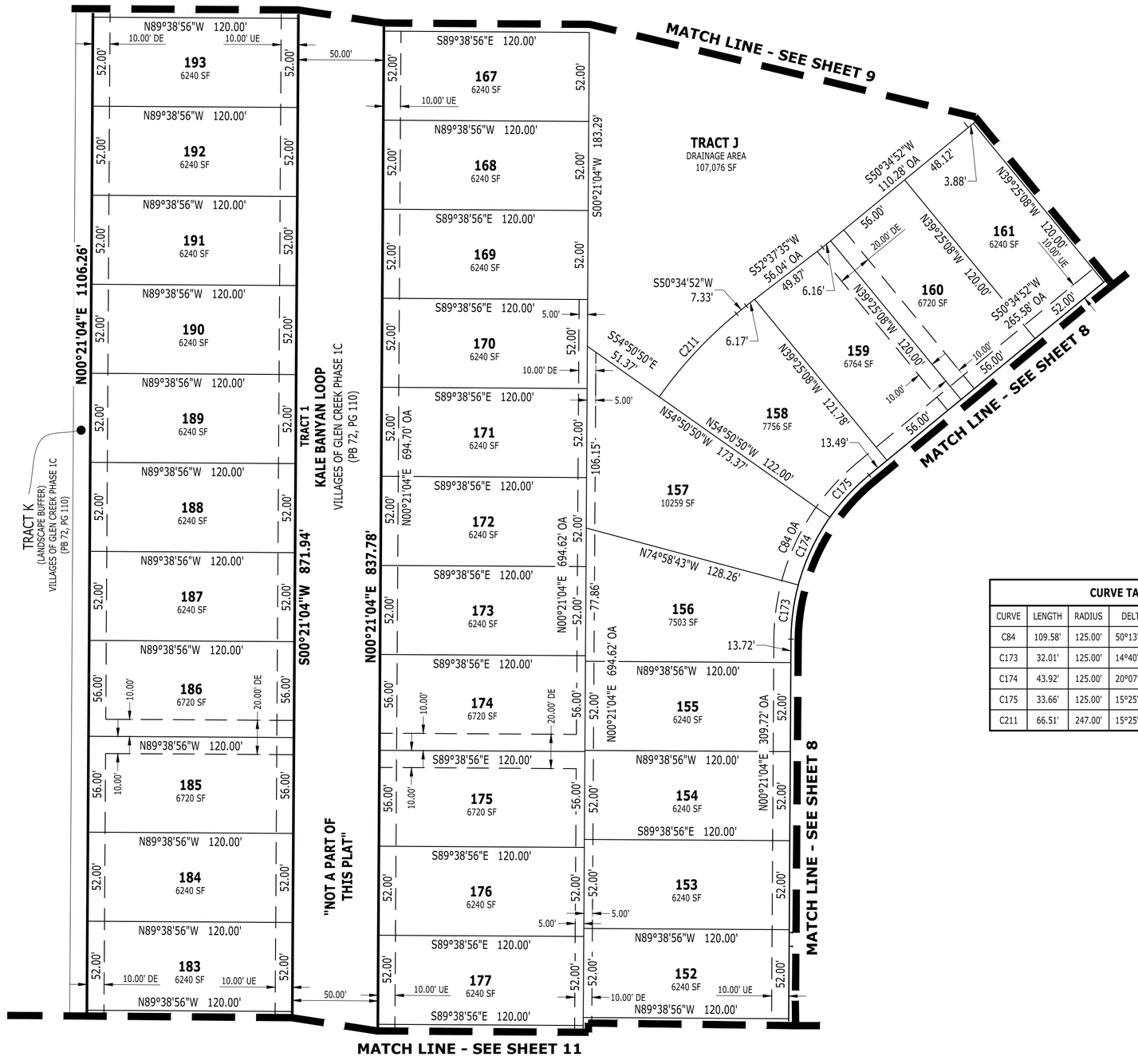
PLAT BOOK ____, PAGE ____
SHEET 10 OF 11



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C84	109.58'	125.00'	50°13'48"	S25°27'58"W	106.11'
C173	32.01'	125.00'	14°40'13"	S07°41'11"W	31.92'
C174	43.92'	125.00'	20°07'53"	S25°05'14"W	43.69'
C175	33.66'	125.00'	15°25'42"	S42°52'01"W	33.56'
C211	66.51'	247.00'	15°25'42"	S42°52'01"W	66.31'

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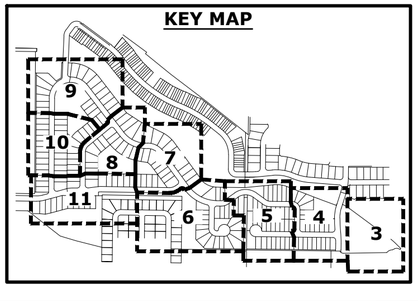

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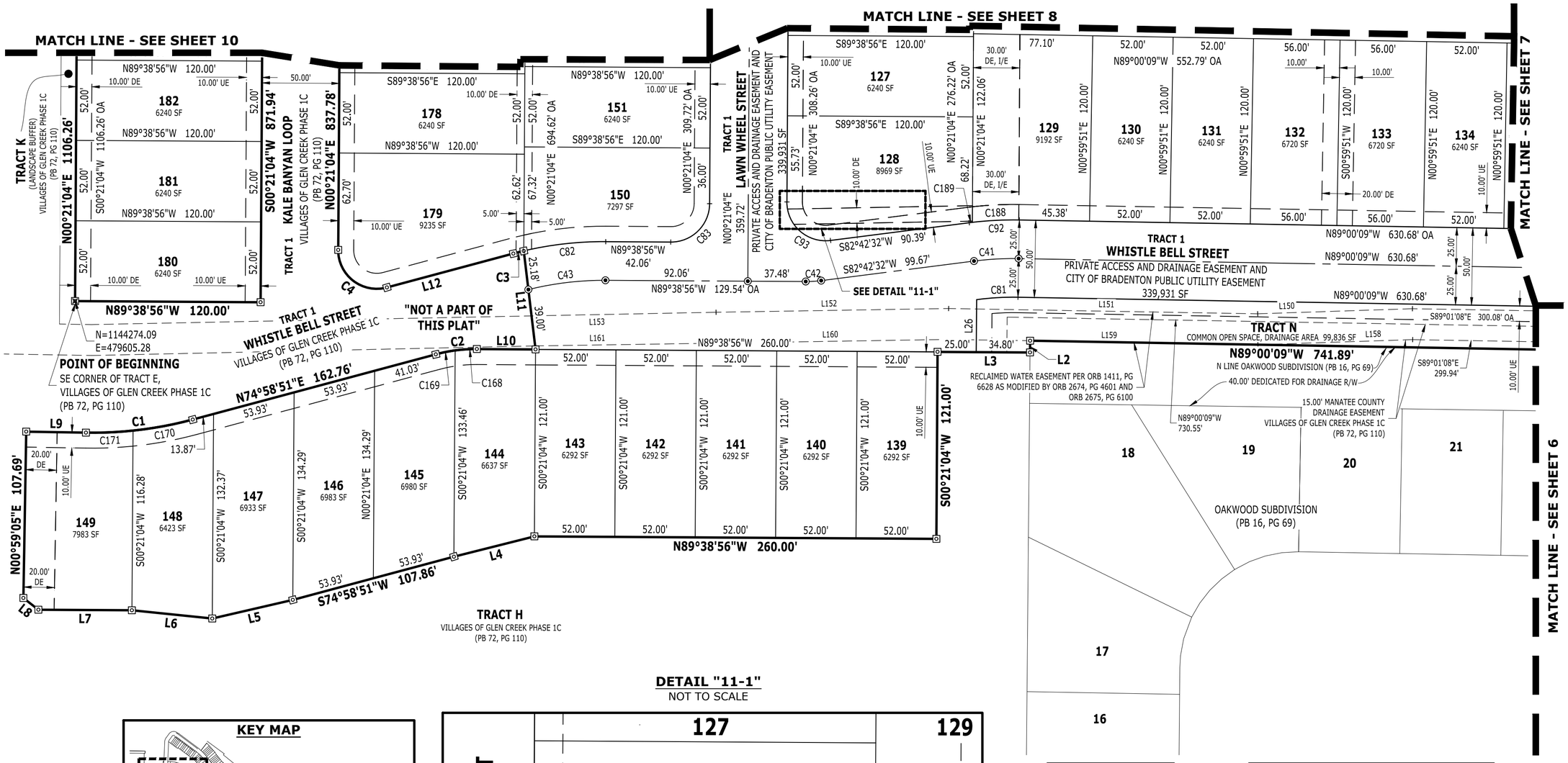
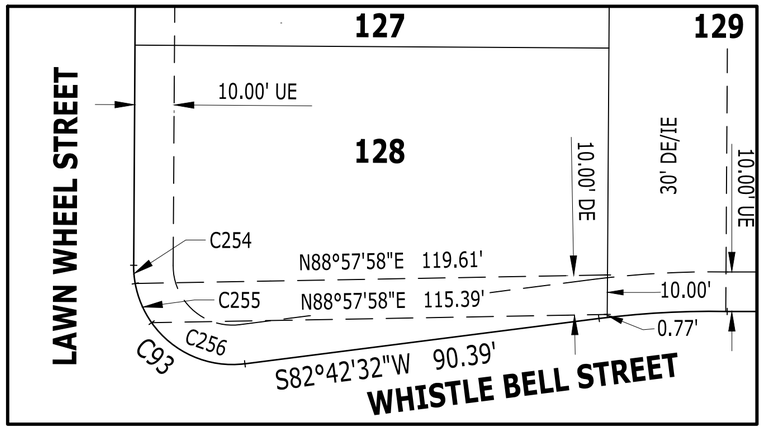
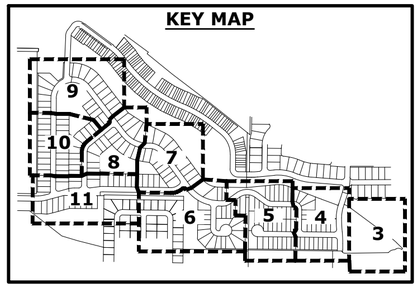
PLAT BOOK ____, PAGE ____
SHEET 11 OF 11



DETAIL "11-1"
NOT TO SCALE





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LINE TABLE		
LINE	BEARING	DISTANCE
L2	S00°30'27"W	7.59'
L3	N89°38'56"W	59.80'
L4	S75°50'55"W	53.71'
L5	S76°58'26"W	53.45'
L6	N84°09'24"W	52.24'
L7	N89°38'56"W	60.48'
L8	N52°04'58"W	12.32'
L9	S89°00'55"E	38.65'
L10	S89°38'56"E	37.94'
L11	N06°48'24"W	64.18'
L12	S74°58'51"W	84.70'
L26	N00°30'27"E	33.94'
L150	N88°07'08"E	100.13'
L151	S89°01'08"E	199.92'
L152	N89°04'23"E	150.43'
L153	S88°52'14"W	119.35'
L158	N88°07'08"E	100.13'
L159	N89°05'02"W	204.73'
L160	N89°04'23"E	150.07'
L161	N89°07'57"E	117.38'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	69.83'	250.00'	16°00'14"	N82°58'58"E	69.60'
C2	26.83'	100.00'	15°22'13"	N82°39'57"E	26.75'
C3	6.92'	225.00'	1°45'44"	S75°51'43"W	6.92'
C4	45.98'	25.00'	105°22'13"	N52°20'03"W	39.77'
C41	28.93'	200.00'	8°17'19"	S86°51'11"W	28.91'
C42	10.00'	75.00'	7°38'32"	N86°31'48"E	10.00'
C43	50.33'	200.00'	14°25'07"	S83°08'31"W	50.20'
C81	26.80'	175.00'	8°46'31"	S86°36'35"W	26.78'
C82	53.44'	225.00'	13°36'29"	S83°32'49"W	53.31'
C83	39.27'	25.00'	90°00'00"	N45°21'04"E	35.36'
C92	32.55'	225.00'	8°17'19"	S86°51'11"W	32.52'
C93	42.60'	25.00'	97°38'32"	S48°28'12"E	37.63'
C168	14.11'	100.00'	8°05'04"	S86°18'32"W	14.10'
C169	12.72'	100.00'	7°17'09"	S78°37'25"W	12.71'
C170	39.36'	250.00'	9°01'16"	N79°29'29"E	39.32'
C171	30.47'	250.00'	6°58'58"	N87°29'36"E	30.45'
C188	30.45'	225.00'	7°45'10"	S87°07'16"W	30.42'
C189	2.10'	225.00'	0°32'09"	S82°58'36"W	2.10'
C254	4.63'	25.00'	10°37'03"	S04°57'28"E	4.63'
C255	10.84'	25.00'	24°51'14"	S22°41'36"E	10.76'
C256	27.13'	25.00'	62°10'15"	S66°12'20"E	25.82'

Public Works & Utilities Department
Memorandum

TO: Tuyen L. Tran, PE; Robert Curtis, PSM

FROM: David Cronkhite, PSM

Cc: Greg DeLong, Jamie Schindewolf

DATE: 9 October 2023

SUBJECT: Villages of Glen Creek Phase 2 Plat Approval

I have reviewed the plat "Villages of Glen Creek Phase 2" and find the review comments have been addressed. This plat complies with Chapter 177 of the Florida Statutes and the City of Bradenton Land Use Regulations as it pertains to subdivision plats. Additionally, I have personally field inspected all of the Permanent Reference Monuments (PRMs) on October 9, 2023 and have found them to have been set in compliance with Chapter 177 of the Florida Statutes.



David Cronkhite, PSM
City Surveyor
City of Bradenton
David.Cronkhite@bradentonfl.gov

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Sandra Orsino, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-16

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

FINANCIAL IMPACT:
Adjust balances on Cash Carry Forward and Reserve lines.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve BA23-16.

ATTACHMENTS:
Budget Adjustment BA23-16

RESOLUTION NUMBER BA23-16

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2022-2023 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 Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of recording budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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 1st DAY OF NOVEMBER, 2023.

_____
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: Melanie Bevan-Chief of Police

For: 2022-2023 Year End Budget Adjustments

Date: 11/1/23

Budget Adjustment #: BA-23-16

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: To record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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: 15002 351510
Line item description: Law Enforcement Education fo Criminal Justice Education Fund Revenue

Increase (in $):6,508 Decrease (in $):

Account Number: 15052100 555000
Line item description: Law Enforcement Education for Criminal Justice Education Fund Expenditure

Increase (in $): 26,196. Decrease (in $):

Account Number: 15002 369150
Line item description: Cash Carry Forward-Criminal Justice Education Fund

Increase (in $): 19,688. Decrease (in $):

Account Number: 15102 369827
Line item description: BPD Explorer Fund Revenue

Increase (in $): 7,362 Decrease (in $):

Account Number: 15152100-551300
Line item description: BPD Explorer Fund Expenditure

Increase (in $):4,522. Decrease (in $):

Account Number:15158100-599100
Line item description:Reserve for Contingency-Explorer Fund

Increase (in $): 2,840 Decrease (in $):

Account Number: 15202 369815
Line item description: BPD Fed. Forfeiture Fund-Revenue

Increase (in $): 87,672. Decrease (in $):

Account Number:15258100 599100
Line item description: Reserve for Contingencies-BPD Fed. Forfeiture

Increase (in $): 78,657. Decrease (in $):

Account Number: 152152100-551800
Line item description: BPD-Fed. Forfeiture Fund Expenditures

Increase (in $): 9,015. Decrease (in $):

Account Number: 15302-369800
Line item description: BPD-State Forfeiture-Revenue

Increase (in $): 22,323. Decrease (in $):

Account Number: 15352100-551500
Line item description: BPD-State Forfeiture-Expenditures

Increase (in $): 63,627. Decrease (in $):

Account Number:15302-369150
Line item description: Cash Carry Forward State Forfeiture

Increase (in $): 41,304 Decrease (in $):

Account Number: 15402 369825
Line item description: BPD Abandoned Property-Revenue

Increase (in $): 14,863 Decrease (in $):

Account Number: 154 52100 551600
Line item description: BPD Abandoned Property-Expenditures

Increase (in $): 26,097. Decrease (in $):

Account Number: 15402-369150
Line item description: Cash Carry Forward Abandoned Property Fund

Increase (in $): 11,234. Decrease (in $):

Approved by:

Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FDEP Agreement 23FRP47 for Lift Station 03 Expansion and Lift Station 13 Demolition

SUGGESTED ACTION: Council to approve agreement with FDEP and authorize the Mayor to sign on behalf of the City

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The purpose of the project is to storm harden the City of Bradenton's sanitary sewer system by eliminating Lift Station 13 (LS13), located immediately adjacent to the Manatee River on Riverside Drive East. The flow that currently goes to LS13 is proposed to be directed to an adjacent lift station (LS03) approximately 1600 LF to the south.

LS13 receives sanitary sewer flow from a small residential area (approximately 230 homes) in northeast Bradenton. Lift Station 03 (LS03) receives flow from approximately 110 single family residences. LS03 is a wet well-dry well station built in 1955 and located on a 50-ft x 145-ft parcel owned by the City of Bradenton. The parcel has more than adequate space to construct a submersible station with a finished floor elevation 12" -18" higher than the flood plain elevation.

To address public health and safety concerns and increase the resiliency of the overall sanitary sewer system, the City is proposing a project to eliminate LS13 entirely. This will require the construction of a new gravity sewer system that will redirect all sewage flows currently entering LS13. This new system will direct flows to the gravity sewer collection system to LS03. To receive the existing flows from LS13, LS03 will need to be upgraded to provide additional pumping capacity and its force main upgraded to handle the additional flow. Once the rebuilt LS03 is in service, LS13 will be demolished.

Neither lift station meets current building code for finished floor elevation in a flood zone or electrical components being outside of the 100YR floodplain, the rebuilding of LS03 shall be consistent with current City standards and bring the structure into compliance with current Florida Building Code.

FINANCIAL IMPACT:
Through a FDEP Resiliency Grant, the City will be reimbursed up to $2,937,875 for the reconstruction of LS03 and the demolition of LS13 (50% of the expected cost). The remainder of the funding for the project will come from the Utility Infrastructure Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Currently under review by Scott 10.23.23

SUGGESTED MOTION:
Motion to approve FDEP agreement 23FRP47 and authorize the Mayor to sign on behalf of the City

ATTACHMENTS:
FDEP Agreement 23FRP47

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Bradenton LS03 Expansion and LS13 Demolition**
Agreement Number: **23FRP47**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Brandenton** Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Brandenton, FL 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **23FRP47** *(If different from Agreement Number)*
Project Location(s): **Manatee County**

Project Description: **The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting, and construction tasks.**

5. Total Amount of Funding: **$ 2,937,875.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**197 H23**	$ **2,937,875.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **2,937,875.00**
	Total Amount of Funding + Grantee Match, if any:	$ **5,875,750.00**

6. Department's Grant Manager
Name: **Hanna Tillotson** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-7540**
Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kim Clayback** or successor
Address: **City of Bradenton**, **1411 9th St W**, **Bradenton, Florida 34205**
Phone: **941-708-6300**
Email: **kim.clayback@bradentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/6/2023**
Total Federal Funds Obligated by this Agreement:	**$2,937,875**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Brandenton **GRANTEE**

By _____ _____
(*Authorized Signature*) Date Signed

Gene Brown

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23FRP47

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton LS03 Expansion and LS13 Demolition Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,937,875 match amount through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP47

ATTACHMENT 3

PROJECT TITLE: City of Bradenton LS03 Expansion and LS13 Demolition

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will implement the City of Bradenton LS03 Expansion and LS13 Demolition (Project). The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting and construction tasks.

TASKS AND DELIVERABLES:

Task 1 - Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2 - Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of a lift station adjacent to the existing LS03, demolition of several elements of the existing LS03, demolition of existing LS13, abandonment of the existing LS13 sanitary collection system, and construction of a new gravity sewer system to direct flow to LS03 from the LS13 sewershed and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.

- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 3 - Construction

Description: The Grantee will construct a lift station on City-owned property adjacent to the existing LS03, demolish existing LS13 and several elements of the existing LS03, restore the LS13 site, abandon the existing LS13 sanitary collection system, and construct a new gravity sewer system to direct flow to LS03 from the existing LS13 sewershed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **3.1:** A copy of the final design and record (as-built) drawings;
- **3.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **3.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. 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 denial of the deliverable(s) to the Grantee within thirty (30) calendar days. 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.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, 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 and/or submitted to the Department in a timely manner.

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. 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	Sea Level Impact Projection (SLIP) study report	No-Cost Deliverable	$0	$0	$0	Upon Execution	30 days before commencing construction
2	Design and Permitting	Contractual Services	$122,000	$122,000	$244,000	Upon Execution	06/30/2026
3	Construction	Contractual Services	$2,815,875	$2,815,875	$5,631,750	Upon Execution	06/30/2026
		Total:	**$2,937,875**	**$2,937,875**	**$5,875,750**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,937,875.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,937,875.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23FRP47

CITY OF BRADENTON LS03 EXPANSION AND LS13 DEMOLITION

City of Bradenton

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23FRP47

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition Project

Grantee: City of Bradenton

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name:

Title:

Signature: Date:

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT:

Quasi-Judicial: Resolution 23-83 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.23.4062 FOR A NEW RESTAURANT WITH OVER 20 SEATS IN THE SUBURBAN COMMERCIAL CORRIDOR (SCC) ZONING DISTRICT, FOR PROPERTY LOCATED AT 7493 MANATEE AVENUE WEST, BRADENTON, FL, AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 23-83 as submitted.

Planning Commission recommended approval of Resolution 23.83 as submitted (vote 6-0).

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is requesting approval of a Special Use Permit to construct a new approximately 2,500 square foot restaurant with seating that exceeds 20. The subject use will have approximately 38 seats (18 indoor/20 outdoor). According to

Schedule 3.2.1.2 of the Land Use Regulations, restaurants in the SCC zoning district that contain over 20 seats is required to obtain special use approval prior to commencement of construction. The proposed use is a new Starbucks.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 23-83 as submitted.

ATTACHMENTS:
Resolution 23-83
SU.23.4062 - Application
SU.23.4062 - Staff Report
SU.23.4062 - Presentation
10-18-23 Planning Commission Draft Minutes

RESOLUTION 23-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.23.4062 FOR A NEW RESTAURANT WITH OVER 20 SEATS IN THE SUBURBAN COMMERCIAL CORRIDOR (SCC) ZONING DISTRICT, FOR PROEPRTY LOCATED AT 7493 MANATEE AVENUE WEST, BRADENTON, FL, AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lemonade MM Bradenton Manatee LLC (the "Property Owner" or "Applicant"), owns the property located at 7493 Manatee Avenue West (Parcel ID 3899400323), Bradenton, FL, 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 Suburban Commercial Corridor (SCC); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Suburban Commercial Corridor (SCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the SCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies Restaurants with over 20 seats as a Special Use in the SCC zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit for a new Restaurant with over 20 seats; and

WHEREAS, the Planning Commission held a noticed public hearing on October 18, 2023 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 November 1, 2023, 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 for a new Restaurant with over 20 seats, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended approval as submitted.
e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval as submitted.

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.

a. 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.
b. Access points are provided on two frontages and located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets.
d. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
e. Adequate ingress and egress to the property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.
f. Off-street parking and loading areas are appropriately located and designed There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.

i. Sufficient screening is provided to protect surrounding properties from view of the premises; and internal noises from the use.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for the construction of a new Restaurant with over 20 seats as generally shown on the Site Plan attached hereto as Exhibit "B".

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

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

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

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 1st DAY OF NOVEMBER, 2023.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

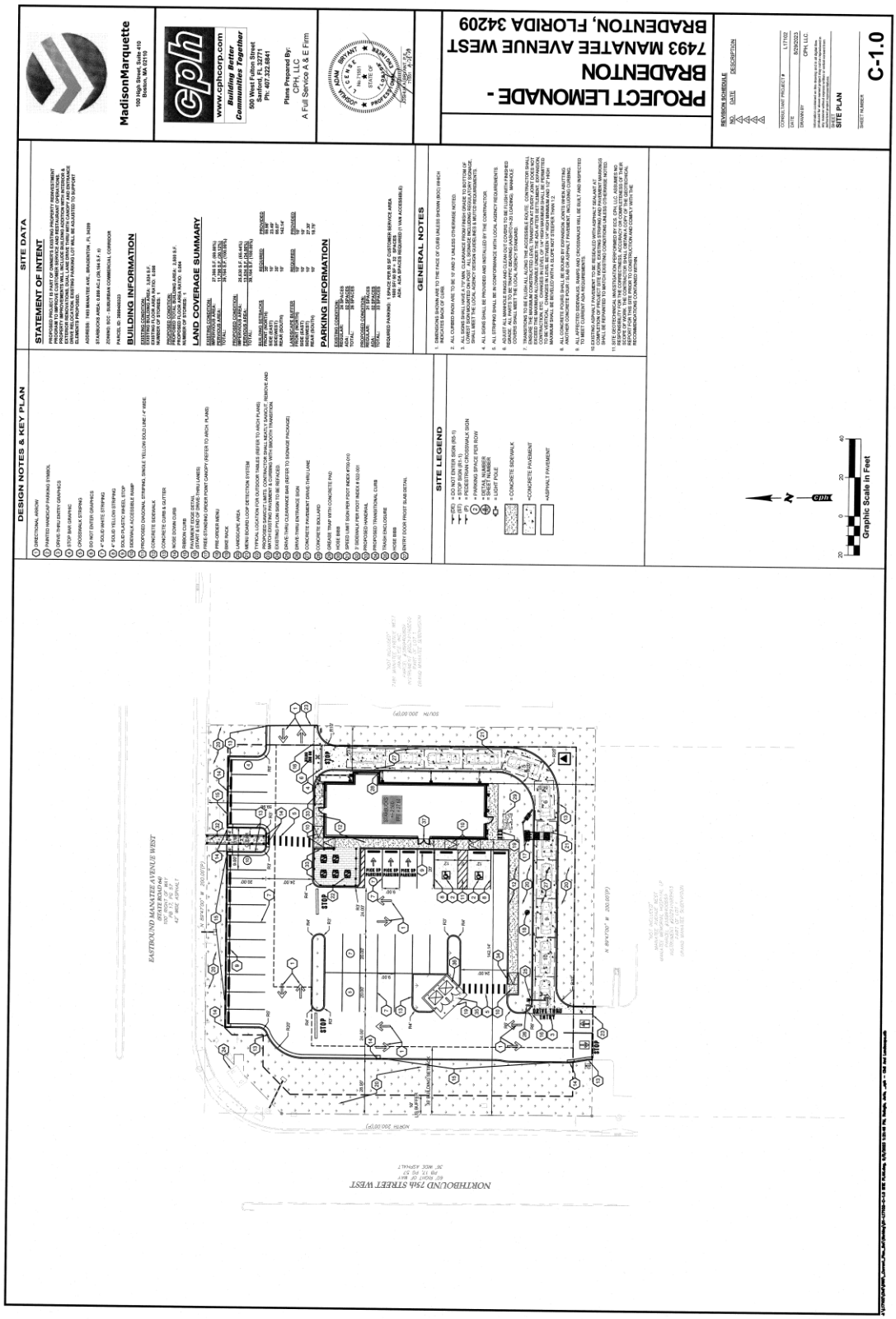
APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT A

LOT 2, GRAND MANATEE SUB, LESS RD R/W IN OR 1099 P 45 DESC AS FOLLOWS: COM AT A POINT WHICH LIES N 89 DEG 47 MIN 00 SEC W A DIST OF 160.00 FT FROM THE NE COR OF LOT 2, SD POINT BEING ON THE S R/W LINE OF MANATEE AVE (SR 64), TH S 45 DEG 06 MIN 30 SEC W A DIST OF 42.35 FT TO A POINT ON THE E LINE OF THAT CERTAIN PROP DESC IN O.R. 1017 P 3802, SD POINT BEING THE POB; TH CONT S 45 DEG 06 MIN 30 SEC W, 14.12 FT TO THE E R/W LINE OF 75TH ST W; TH N ALG SD E R/W LINE, 19.92 FT TO THE PC OF A CURVE, CONCAVE TO THE SE HAVING A RADIUS OF 20.00 FT, A CHORD BEARING OF N 30 DEG 00 MIN 00 SEC E & A CHORD OF 20.00 FT; TH NELY ALG THE ARC OF SD CURVE A DIST OF 20.94 FT, THRU A C/A OF 59 DEG 59 MIN 59 SEC; TH S 27.28 FT TO THE POB; CONTAINS 272.27 SF; ALSO LESS RD R/W DESC IN O.R. 1099 P 47 AS FOLLOWS: BEG AT A POINT WHICH LIES N 89 DEG 47 MIN 00 SEC W A DIST OF 160.00 FT FROM THE NE COR OF LOT 2, SD POINT BEING ON THE S R/W LINE OF MANATEE AVE (SR 64) & BEING THE POB; TH S 45 DEG 06 MIN 30 SEC W A DIST OF 42.35 FT TO A POINT ON THE E LINE OF THAT CERTAIN PROPERTY AS DESC IN O.R. 1017 P 3802; TH N ALG SD E LINE, A DIST OF 27.28 FT TO A POINT ON A CURVE, CONCAVE TO THE SE, HAVING A RADIUS OF 20.00 FT, A CHORD BEARING OF N 75 DEG 06 MIN 29 SEC E & A CHORD OF 10.43 FT; TH NELY ALG THE ARC OF SD CURVE A DIST OF 10.55 FT, THRU A C/A OF 30 DEG 13 MIN 01 SEC TO A POINT ON THE AFOREMENTIONED S R/W LINE OF MANATEE AVE (SR 64); TH S 89 DEG 47 MIN 00 SEC E ALG SD S R/W LINE A DIST OF 19.92 FT TO THE POB; CONTAINS 441.12 SF; ALSO LESS SIDEWALK PARCEL #123 DESC IN O.R. 1497 P 3686 AS FOLLOWS: COM AT THE SW COR OF LOT 2, TH N 00 DEG 44 MIN 20 SEC E, ALG THE W LINE OF SD LOT 2, 159.97 FT TO THE INTERSECTION WITH THE SLY LINE OF THOSE CERTAIN R/W PARCELS AS DESC IN O.R. 1099 P 45; TH N 45 DEG 49 MIN 59 SEC E, ALG SD R/W LINE, 28.21 FT FOR A POB; TH CONT N 45 DEG 49 MIN 59 SEC E, ALG SD R/W LINE, 7.08 FT; TH S 89 DEG 15 MIN 44 SEC E, PERPENDICULAR WITH THE W LINE OF THE SW 1/4 OF THE SE 1/4 OF SEC 30, A DIST OF 5.40 FT; TH S 00 DEG 44 MIN 16 SEC W, PARALLEL WITH SD W LINE OF THE SW 1/4 OF THE SE 1/4 & 80.5 FT ELY THEREFROM, A DIST OF 5.00 FT; TH N 89 DEG 15 MIN 44 SEC W, PERPENDICULAR WITH SD W LINE, 10.42 FT TO THE POB, CONTAINING 39.6 SF. PI#38994.0032/3

EXHIBIT B


PROJECT LEMONADE -
BRADENTON
7493 MANATEE AVENUE WEST
BRADENTON, FLORIDA 34209
SITE PLAN
C-1.0
Graphic Scale in Feet
NORTHBOUND 75th STREET WEST
EASTBOUND MANATEE AVENUE WEST

Special Use Application

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Lemonade MM Bradenton Manatee LLC

Owner Address: 1000 Maine Ave SE Suite 300, Washington, DC 20024 Telephone: (202) 741-3800

Name of Agent: CPH, LLC

Agent Address: 500 West Fulton Street, Sanford, FL 32771 Telephone: (407) 322-6841

Owner/Agent Email: CPH, LLC - Attn: Joshua Bryant, P.E. License #71551 - jbryant@cphcorp.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 7493 Manatee Ave W. Bradenton, FL 34209

Parcel ID: 3899400323 Acreage: 0.901

Zoning District: Suburban Commercial Corridor BR_(SCC)
*click to view Zoning map

Future Land Use: City
*click to view FLU map

Ward #: Ward 1 - Jayne Kocher
*click to view Ward map

Neighborhood #: 7003
*click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:

Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: The proposed scope of work is the re-development of an existing bank-developed site into a proposed café-developed site with more than 20 seats and a drive-through.

MATERIALS FOR REVIEW (REQUIRED)

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

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

CITY STAFF ONLY

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

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 23.4062

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

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

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

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

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

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

REQUIRED

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

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 7493 Manatee Ave W. Bradenton, FL 34209

I, Lemonade MM Bradenton Manatee LLC, the registered property owner(s) of the above noted property, do hereby authorize

Joshua Bryant, P.E. License #71551 — Print Name of Agent
CPH, LLC — Company Name

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

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

1000 Maine Ave SW 3rd Floor Washington DC 20024
Owner(s) Address (if different than property above)

Daniel McCahan

Signature of Agent

518 S. Court Meade Rd Ste b Wintherman Heights, MD
301.718.2662
Agent Address and Phone

~~STATE OF FLORIDA, MANATEE COUNTY~~ DISTRICT OF COLUMBIA

The Foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 28 day of September 2023, produced Daniel McCahan, in person respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Jillian Vernon, Notary Public
Print Name

DISTRICT OF COLUMBIA
~~State of Florida~~
My Commission Expires: 7/14/28

LETTER OF REQUEST

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

Date: September 29, 2023

Project Authorized Agent: CPH, LLC

Contact Name & Number: Joshua Bryant, P.E. License #71551
(301) 918- 2662, Ext. 6802

Email Address: jbryant@cphcorp.com

Project Name: Proposed Starbucks – Bradenton
Project Address: 7493 Manatee Ave W, Bradenton, FL 334209
PERMIT NUMBER:

This Letter of Request, on behalf of the applicant, for the above-referenced project seeks the Special Use approval to allow more than 20 seats for the proposed Starbucks café reflected in the submittal documents.

Please find below detailed written responses to explain how the requested Special Use complies with each of the following review criteria:

---

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

RESPONSE: The existing property includes two existing two-way 24-ft-wide vehicular access points, one located near the NE corner of the site and one located near the SW corner of the site. The access points are paved and adequate for vehicular traffic and emergency vehicles and shall remain in the proposed condition. One 3-ft-wide concrete sidewalk, with associated ramps and striping is proposed from the proposed building structure to the existing sidewalk located in the right of way of Manatee Avenue West, which will provide ADA pedestrian access to the site and building.

---

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

RESPONSE: Paved off-street parking (33 total 9-ft x 20-ft sized spaces) and loading is proposed at the interior of the subject property aligned with the drive aisles associated with the two vehicular access points referenced above. The parking is proposed immediately adjacent to the proposed building. Adverse effects associated with smoke, noise, dust, vibrations, fumes, and pollution to adjoining properties will not occur due to the positioning of the parking at the interior of the space.

_____

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

RESPONSE: Refuse (two dumpster capacity and screened) and service areas are located at the interior of the site within the proposed parking field, away from the property lines. 10-ft landscaped buffers are proposed along the eastern property line; 18-ft landscaped buffers are proposed along the southern property line. A minimum of 35-ft is proposed in front of the dumpster enclosure, which is adequate for access. As a result, no negative effects will be experienced by surrounding properties.

_____

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

RESPONSE: The existing property is currently developed as a bank (the bank is currently vacant.) Existing water service is located near the SW corner of the property; existing sanitary sewer service is located near the NW corner of the property. These existing service connections are adequate and available for the proposed development and compatible with the surrounding properties.

_____

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

RESPONSE: The proposed use does not include nuisance or hazardous features. Minimum 10-ft landscaped buffers are proposed at each side of the property.

_____

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

RESPONSE: The existing property is currently developed as a commercial property including existing exterior signs and lights. The proposed signs and exterior lights associated with the cafe will not cause glare or impact traffic safety and is in harmony with surrounding properties.

_____

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

RESPONSE: The existing property is currently developed as a commercial property. The proposed cafe will not hinder the development of nearby properties or adversely affect their economic values.

_____

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

RESPONSE: The existing land is 0.9 acres in size, which is adequate for the proposed use.

_____

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

RESPONSE: The previous use was a commercial bank with drive-through; the proposed café is a commercial use with drive-through and will continue to be generally compatible with adjacent properties.

_____

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

RESPONSE: The existing site is fully developed; the proposed use will have no negative effect on the existing environmental quality.

_____

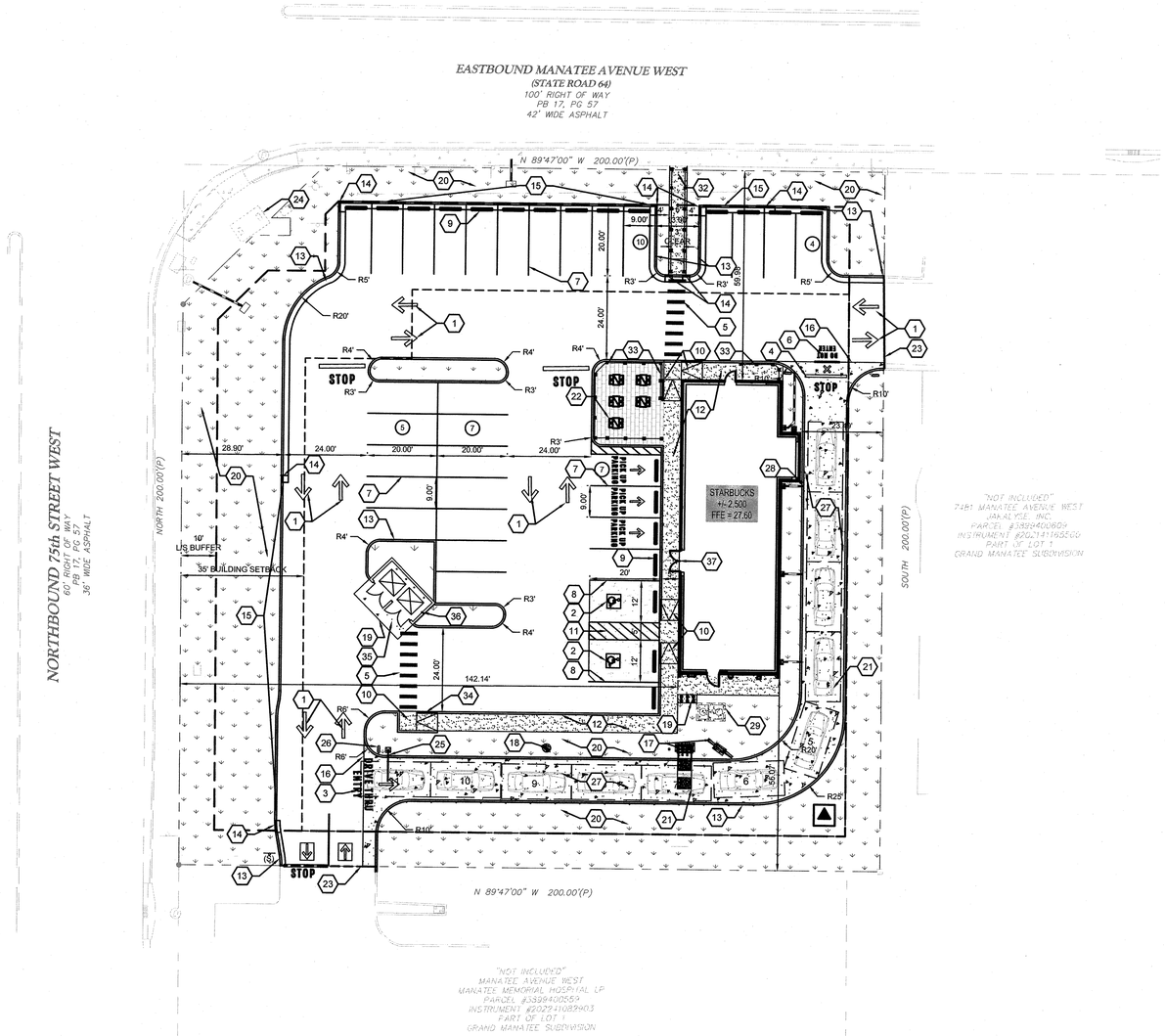
11. Consistency with the City of Bradenton Comprehensive Plan

RESPONSE: The proposed development is consistent with the City of Bradenton Comprehensive Plan.

_____

END OF LETTER OF REQUEST

CPH, LLC
500 WEST FULTON STREET
SANFORD, FL 32771
(407) 322-6841
www.cphcorp.com

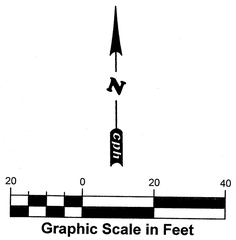


DESIGN NOTES & KEY PLAN

1. DIRECTIONAL ARROW
2. PAINTED HANDICAP PARKING SYMBOL
3. DRIVE-THRU ENTRY GRAPHICS
4. STOP BAR GRAPHIC
5. CROSSWALK STRIPING
6. DO NOT ENTER GRAPHICS
7. 4" SOLID WHITE STRIPING
8. 4" SOLID YELLOW STRIPING
9. SOLID PLASTIC WHEEL STOP
10. SIDEWALK ACCESSIBLE RAMP
11. PROPOSED DIAGONAL STRIPING, SINGLE YELLOW SOLD LINE / 4" WIDE.
12. CONCRETE SIDEWALK
13. CONCRETE CURB & GUTTER
14. NOSE DOWN CURB
15. RIBBON CURB
16. PAVEMENT EDGE DETAIL (START & END OF DRIVE-THRU LANES)
17. FREE-STANDING ORDER POINT CANOPY (REFER TO ARCH. PLANS)
18. PRE-ORDER MENU
19. BIKE RACK
20. LANDSCAPE AREA
21. MENU BOARD LOOP DETECTION SYSTEM
22. TYPICAL LOCATION FOR OUTDOOR TABLES (REFER TO ARCH PLANS)
23. PROPOSED SAWCUT LIMITS. CONTRACTOR SHALL NEATLY SAWCUT, REMOVE AND MATCH EXISTING PAVEMENT & CURBING WITH SMOOTH TRANSITION.
24. EXISTING PYLON SIGN TO BE REFACED.
25. DRIVE-THRU CLEARANCE BAR (REFER TO SIGNAGE PACKAGE)
26. DRIVE-THRU ENTRANCE SIGN
27. CONCRETE PAVEMENT DRIVE-THRU LANE
28. CONCRETE BOLLARD
29. GREASE TRAP WITH CONCRETE PAD
30. HOSE BIBB
31. SPEED LIMIT SIGN PER FDOT INDEX #700-010
32. 3' SIDEWALK PER FDOT INDEX # 522-001
33. PROPOSED HANDRAIL
34. PROPOSED TRANSITIONAL CURB
35. TRASH ENCLOSURE
36. HOSE BIBB
37. ENTRY DOOR FROST SLAB DETAIL

SITE LEGEND

- (DE) = DO NOT ENTER SIGN (R5-1)
- (ST) = STOP SIGN (R1-1)
- (P) = PEDESTRIAN CROSSWALK SIGN
- (2) = PARKING SPACE PER ROW
- (A / 27) = DETAIL NUMBER / SHEET NUMBER
- = LIGHT POLE
- = CONCRETE SIDEWALK
- =CONCRETE PAVEMENT
- =ASPHALT PAVEMENT



SITE DATA

STATEMENT OF INTENT

PROPOSED PROJECT IS PART OF OWNER'S EXISTING PROPERTY REINVESTMENT PROGRAM TO IMPROVE CUSTOMER SERVICE AND RESTAURANT OPERATIONS. PROPERTY IMPROVEMENTS WILL INCLUDE BUILDING ADDITION WITH INTERIOR & EXTERIOR RENOVATIONS, DUAL LANE DRIVE THRU WITH CANOPY AND ENTRANCE DRIVE RELOCATION. EXISTING PARKING LOT WILL BE ADJUSTED TO SUPPORT ELEMENTS PROPOSED.

ADDRESS: 7493 MANATEE AVE., BRADENTON , FL 34209

STARBUCKS AREA: 0.899 AC.± (39,164 S.F. ±)

ZONING: SCC - SUBURBAN COMMERCIAL CORRIDOR

PARCEL ID: 3899400323

BUILDING INFORMATION

EXISTING CONDITION:
EXISTING BUILDING AREA: 3,824 S.F.
EXISTING FLOOR AREA RATIO: 0.098
NUMBER OF STORIES: 1

PROPOSED CONDITION:
PROPOSED TOTAL BUILDING AREA: 2,500 S.F.
PROPOSED FLOOR AREA RATIO: 0.064
NUMBER OF STORIES: 1

LAND COVERAGE SUMMARY

EXISTING CONDITION:	
IMPERVIOUS AREA:	27,366 S.F. (69.88%)
PERVIOUS AREA:	11,798 S.F. (30.12%)
TOTAL:	39,164 S.F. (100.00%)

PROPOSED CONDITION:	
IMPERVIOUS AREA:	25,630 S.F. (65.44%)
PERVIOUS AREA:	13,534 S.F. (34.56%)
TOTAL:	39,164 S.F. (100.00%)

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (NORTH)	35'	59.98'
SIDE (EAST)	10'	23.49'
SIDE(WEST)	35'	55.07'
REAR (SOUTH)	10'	142.14'

LANDSCAPE BUFFER	REQUIRED	PROVIDED
FRONT (NORTH)	10'	10'
SIDE (EAST)	10'	10'
SIDE(WEST)	10'	27.30'
REAR (SOUTH)	10'	18.75'

PARKING INFORMATION

EXISTING CONDITION:	
REGULAR:	24 SPACES
ADA:	02 SPACES
TOTAL:	26 SPACES

PROPOSED CONDITION:	
REGULAR:	31 SPACES
ADA:	02 SPACES
TOTAL:	33 SPACES

REQUIRED PARKING: 1 SPACE PER 50 SF CUSTOMER SERVICE AREA
1600 SF/ 50 SF = 32 SPACES
ADA: ADA SPACES REQUIRED (1 VAN ACCESSIBLE)

GENERAL NOTES

1. DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS SHOWN (BOC) WHICH INDICATES BACK OF CURB.
2. ALL CURBED RADII ARE TO BE 10' AND 3' UNLESS OTHERWISE NOTED.
3. ALL SIGNS SHALL HAVE A 7'0" MIN. CLEARANCE FROM FINISH GRADE TO BOTTOM OF LOWEST SIGN MOUNTED ON POST. ALL SIGNAGE INCLUDING REGULATORY SIGNAGE, SHALL MEET THE LOCAL AGENCY DESIGN GUIDELINES & MUTCD REQUIREMENTS.
4. ALL SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
5. ALL STRIPING SHALL BE IN CONFORMANCE WITH LOCAL AGENCY REQUIREMENTS.
6. ADJUST ALL MANHOLE RINGS AND CLEAN OUT COVERS TO BE FLUSH WITH FINISHED GRADE. ALL PARTS TO BE TRAFFIC BEARING (AASHTO H-20 LOADING). MANHOLE COVERS SHALL MEET THE LOCAL AGENCY STANDARD.
7. TRANSITIONS TO BE FLUSH ALL ALONG THE ACCESSIBLE ROUTE. CONTRACTOR SHALL ENSURE THE MAXIMUM CONSTRUCTED LEVEL TRANSITION AT EVERY JOINT DOES NOT EXCEED THE MAXIMUM ALLOWABLE UNDER THE ADA AFTER SETTLEMENT, EXPANSION, CONTRACTION, ETC. CHANGES IN LEVEL OF 1/4" HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL. CHANGES IN LEVEL BETWEEN 1/4" HIGH MINIMUM AND 1/2" HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.
8. ALL CONCRETE POURS SHALL BE BOUND BY EXPANSION JOINTS WHEN ABUTTING ANOTHER CONCRETE POUR / SLAB OR ASPHALT PAVEMENT, INCLUDING CURBING.
9. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
10. EXISTING ASPHALT PAVEMENT TO BE RESEALED WITH ASPHALT SEALANT AT COMPLETION OF PROJECT SITE WORK. EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE REPAINTED TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED.
11. SITE GEOTECHINICAL INVESTIGATION PERFORMED BY ECS. CPH, LLC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, ACCURACY OR COMPLETENESS OF THEIR SCOPE OF WORK. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHICAL REPORT FOR THIS SITE PRIOR TO CONSTRUCTION AND COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN.

MadisonMarquette
100 High Street, Suite 410
Boston, MA 02110

cph
www.cphcorp.com
Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA ADAM BRYANT LICENSE No.71551 STATE OF FLORIDA PROFESSIONAL ENGINEER
JOSHUA A BRYANT, P.E. 71551 8-24-23

PROJECT LEMONADE - BRADENTON
7493 MANATEE AVENUE WEST BRADENTON, FLORIDA 34209

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

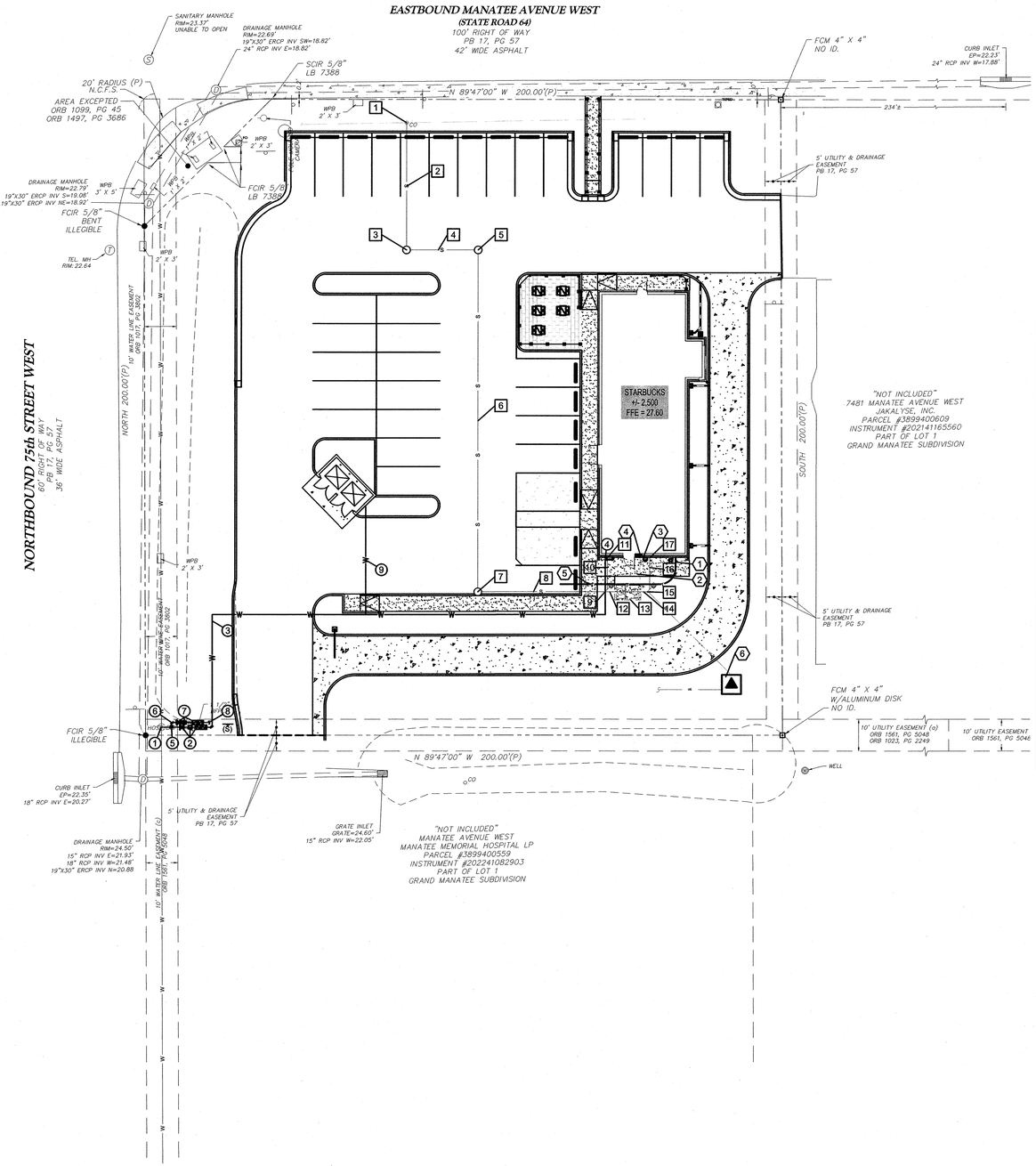
CONSULTANT PROJECT # L17102
DATE 8/29/2023
DRAWN BY CPH, LLC.

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.

SHEET
SITE PLAN

SHEET NUMBER
C-1.0

J:\L17102\Civil\2023_Current_Plan_Set\Working\01-L17102-C-1.0 SITE PLAN.dwg, 8/8/2023 1:21:46 PM, Raleigh, Jarla, _xph - Civil And Landscape.stb



SANITARY SEWER LINE SCHEDULE

NOTES:

EXISTING SEWER INVERT ELEVATION PROVIDED BELOW IS BASED ON BOTH ORIGINAL SITE DESIGN INFORMATION AND SURVEY DATA COLLECTED, SO PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY AND INFORM ENGINEER IF CONFLICTS WITH PROPOSED DESIGN ARE DETERMINED.

PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY LOCATION AND INVERT OF ALL EXISTING BUILDING SEWER CONNECTION POINTS AND CONFIRM PROPOSED SEWER ROUTE CAN BE ACHIEVED, NOTIFY ENGINEER OF ANY CONFLICTS.

1. FIELD VERIFY AND CONNECT TO EXISTING 4" SEWER AT INV. 22.32 +/-
2. 40' - 6" PVC @ 1.0%
3. SANITARY SEWER MANHOLE N. INV. = 22.72, E. INV.= 22.82
4. 22.5' - 6" PVC @ 1.0%
5. SAN. SEWER MANHOLE W. INV. = 23.04, S. INV.=23.14
6. 107.50' - 6" PVC @ 1.0%
7. SAN. SEWER MANHOLE N. INV. = 24.22, E. INV.=24.32
8. 40' ~ 6" PVC @ 1.0%
9. 6" WYE W/ CLEANOUT INV. = 24.72
10. 10' ~ 6" PVC @ 1.00%
11. SANITARY SEWER SERVICE ENTRY @ INV.= 24.85
12. 3'-6" PVC @ 1.0%
13. GREASE TRAP (1000 GALLON MIN.) RE. TO DETAIL SHEET C-5.0 RIM ELEVATIONS TO BE FLUSH WITH FINISH GRADE
    INFLOW INV. 24.88
    OUTFLOW INV. 24.67
14. 2' PVC @ 1.00%
15. 6" WYE WITH CLEANOUT INV. 24.90
16. 10' - 6" PVC @ 1.00%
17. SANITARY SEWER SERVICE ENTRY @ INV. 25.10 (PER ARCH PLANS)

POTABLE WATER SCHEDULE

NOTES:

EXISTING WATER APPURTENANCES SHOWN BELOW IS BASED ON BOTH ORIGINAL SITE DESIGN INFORMATION AND SURVEY DATA COLLECTED, SO PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY AND INFORM ENGINEER IF SUCH WATER APPURTENCES ARE REUSABLE AND REVISIONS TO THE PROPOSED DESIGN ARE NEEDED.

1. FIELD VERIFY AND CONNECT TO EXISTING 2 1/2 " WATER MAIN WITH 1 1/2 " TAPPING SLEEVE AND VALVE
2. 1 1/2" GATE VALVE, 1 1/2" METER, AND 1 1/2" BACKFLOW PREVENTER
3. 176 LF - 1 1/2" PE DOMESTIC WATER SERVICE
4. CONNECT 2" POTABLE WATER SERVICE TO BUILDING. SEE ARCH/MEP PLANS
5. 1 1/2" TEE
6. 1 1/2" - 90° BEND AND 5 LF - 1 1/2" PVC
7. 1 " GATE VALVE, 1" METER, AND 1" BACKFLOW PREVENTER
8. 1 1/2" STUB-OUT (SEE IRRIGATION PLANS)
9. 3/4" WATER SERVICE TO DUMPSTER HOSE BIBB. SEE ARCH/MMEP PLANS.

UTILITY KEYNOTES

1. TELEPHONE SERVICE TO BE RE-ROUTED TO BUILDING CONNECTION POINT BY SERVICE PROVIDER, REFER TO ARCH/MEP PLANS.
2. PROPOSED ELECTRIC CONNECTION. CONTRACTOR SHALL COORDINATE SCHEDULING WITH POWER COMPANY FOR PEDESTAL TO BE PLACED AT THE BOTTOM OF EXISTING UTILITY POLE.
3. PROPOSED ELECTRIC METER AT BUILDING. CONTRACTOR TO COORDINATE CONSTRUCTION SCHEDULING & REQUIREMENTS WITH POWER COMPANY AS WELL AS PRIMARY AND SECONDARY ELECTRICAL CONDUITS PRIOR TO CONSTRUCTION.
4. PROPOSED MDP PANEL. REFER TO ARCH./MEP PLANS FOR SPECIFICATIONS. CONTRACTOR SHALL INSTALL SECONDARY ELECTRIC TO MDP PANEL LOCATION.
5. PROPOSED TELEPHONE CONNECTION. GC TO COORDINATED WITH TELEPHONE COMPANY.
6. GC TO CONSTRUCT NEW TRANSFORMER PAD AND INSTALL NEW TRANSFORMER. CONNECTION TO BE COORDINATED WITH POWER COMPANY.
7. EXISTING UTILITIES TO BE SAVED AND PROTECTED.
8. RELOCATE EXISTING WIRE PULL BOX.

GENERAL UTILITY NOTES

1. SEE COVER SHEET FOR A LIST OF UTILITY COMPANIES.
2. GENERAL CONTRACTOR IS TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON PLANS.
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITY INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
4. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES. EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO NEW UTILITY LINES BEING INSTALLED.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/ OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICT AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/ CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
8. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED GRADE. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN GRASSED AREAS SHALL BE 4" ABOVE FINISHED GRADE (UNLESS NOTED OTHERWISE).
9. ALL MANHOLES CONSTRUCTED WITHIN PAVED AREAS SHALL BE INSTALLED WITH TRAFFIC BEARING RINGS AND COVERS.
10. ALL CLEAN-OUTS WITHIN THE PAVEMENT AREA SHALL BE INSTALLED WITH TRAFFIC BEARING PARTS AS APPLICABLE.
11. CONTRACTOR SHALL GROUT AROUND ALL PIPE ENTRANCES TO SANITARY SEWER MANHOLES WITH NON-SHRINKING GROUT TO ASSURE CONNECTION IS WATER TIGHT.
12. ALL CONCRETE FOR ENCASEMENT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS.
13. CONTRACTOR SHALL PROVIDE ALL APPURTENANCES SUCH AS CHECK VALVES, BACKFLOW PREVENTERS, ETC., AS REQUIRED BY GOVERNING AUTHORITIES.
14. ALL WATER, FORCE MAIN AND SANITARY SEWER LINES SHALL HAVE A MINIMUM OF 3' OF COVER. PE WATER SERVICE MAY BE REDUCED TO 2' WHEN NECESSARY.
15. CONTRACTOR SHALL COORDINATE INSPECTION ON ALL UTILITIES, WITH APPROPRIATE AUTHORITIES PRIOR TO COVERING TRENCHES DURING INSTALLATION.
16. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND REQUIREMENTS.
17. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
18. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
19. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
20. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS. ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
21. ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
22. CONTRACTOR TO LOCATE LIGHT POLES AND FIXTURES AS INDICATED. CONTRACTOR TO BUILD NEW POLE BASE AND STUB CONDUIT AND WIRE AS NEEDED.
23. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.
24. ALL WATER MAINS, FIRE WATER MAINS AND SERVICES SHALL BE TESTED, APPROVED AND DISINFECTED IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS PRIOR TO CONNECTION TO MUNICIPAL SYSTEM.
25. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINE IS SIX (6) FEET, OR MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER OVER SEWER LINE IS (12) INCHES.
26. NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
27. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY PROVIDERS 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
28. FIRE PROTECTION SYSTEM UNDERGROUND PIPING SHALL BE INSTALLED BY A STATE LICENSED FIRE PROTECTION CONTRACTOR IN ACCORDANCE WITH NFPA 24. REFER TO ARCH/MEP PLANS FOR ADDITIONAL INFORMATION.
29. CONTRACTOR SHALL PERFORM OR OBTAIN A CURRENT FLOW TEST FROM THE LOCAL UTILITIES PRIOR TO THE LAYOUT OF FIRE PROTECTION SHOP DRAWINGS. DATE OF FLOW TEST SHALL NOT EXCEED 6 MONTHS TO THE SUBMISSION OF SHOP DRAWINGS. REFER TO ARCH/MEP PLANS FOR ADDITIONAL INFORMATION.

UTILITY LEGEND

S	PROPOSED SEWER
W	PROPOSED WATER LINE
E	PROPOSED ELECTRIC SERVICE
CATV	PROPOSED TV CABLE SERVICE
T	PROPOSED TELEPHONE SERVICE
G	PROPOSED GAS SERVICE

N

GRID

20 0 20 40

Graphic Scale in Feet

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Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

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PROFESSIONAL ENGINEER
JOSHUA A. BRYANT, P.E.
No. 71551

PROJECT LEMONADE - BRADENTON
7493 MANATEE AVENUE WEST
BRADENTON, FLORIDA 34209

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

CONSULTANT PROJECT #	L17102
DATE	8/29/2023
DRAWN BY	CPH, LLC.

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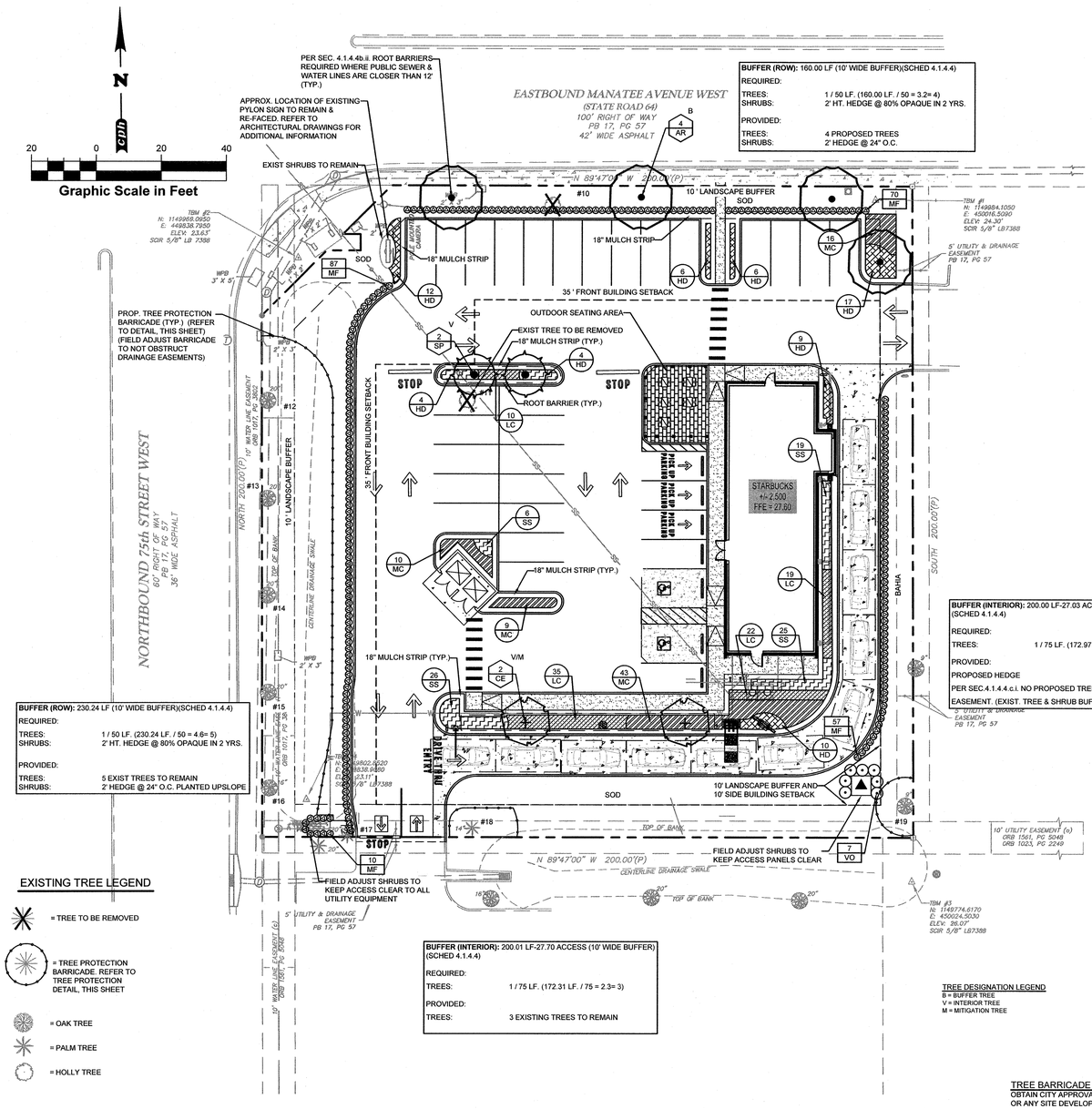
SHEET
UTILITY PLAN

SHEET NUMBER
C-2.0



EXISTING TREE LEGEND

= TREE TO BE REMOVED

= TREE PROTECTION BARRICADE. REFER TO TREE PROTECTION DETAIL, THIS SHEET

= OAK TREE

= PALM TREE

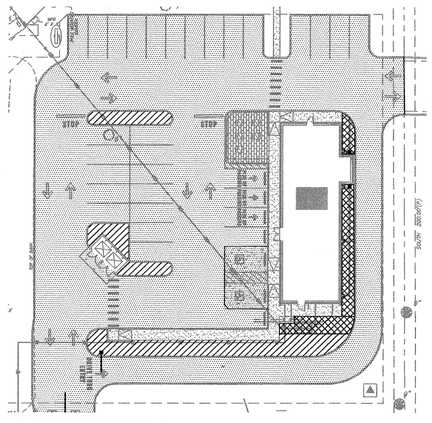
= HOLLY TREE

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
TREES				
AR	FLORIDA FLAME RED MAPLE (N)	ACER RUBRUM 'FLORIDA FLAME'	3" CAL. (2" DBH), 12' HT., 5' SPRD.	4
CE	SILVER BUTTONWOOD (N)	CONOCARPUS ERECTUS	3" CAL. (2" DBH), 7' HT., 3.5' SPRD., MULTI-TRUNK	2
SP	CABBAGE PALM (N)	SABAL PALMETTO	12' CT, REGEN HEADS CLEAN STRAIGHT TRUNKS	2
SHRUBS				
MF	SIMPSON'S STOPPER (N)	MYRCIANTHES FRAGRANS	36" HT., 36" SPRD., 24" O.C.	224
VO	WALTER'S VIBURNUM (N)	VIBURNUM OBOVATUM	36" HT., 24" SPRD., 36" O.C.	7
GROUNDCOVER				
HD	BEACH SUNFLOWER (N)	HELIANTHUS DEBILIS	1 GAL.,12" HT., 12" SPRD., 24" O.C.	68
LC	PINELAND LANTANA (N)	LANTANA DEPRESSA	1 GAL.,16" HT., 16" SPRD., 24" O.C.	86
MC	MUHLY GRASS (N)	MUHLENBERGIA CAPILLARIS	3 GAL., 18" MIN. HT., 18" SPRD., 30" O.C.	78
SS	BLUE HILL SAGE (N)	SALVIA SYLVESTRIS	1 GAL.,12" HT., 12" SPRD., 24" O.C.	76
BAHIA SOD	ARGENTINE BAHIA SOD	PASPALUM NOTATUM 'ARGENTINE'	SOLID SOD, CONTRACTOR TO VERIFY QTY.	
MULCH	ST. AUGUSTINE GRASS	STENOTAPHRUM SECUNDATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY. CONTRACTOR TO VERIFY QTY	

(N) = NATIVE

NOTE:
1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.
3. ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.
4. IRRIGATION DESIGN PROVIDED BY OWNER.
5. CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.
6. IF A CONFLICT ARISES BETWEEN THESE AND THE LANDLORD WORK LETTER,THE WORK LETTER WILL TAKE PRECEDENCE UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION FOR ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND THE LANDLORD WORK LETTERS PRIOR TO COMMENCING WORK.



LANDSCAPE DATA (SEC.4.1.4.4)

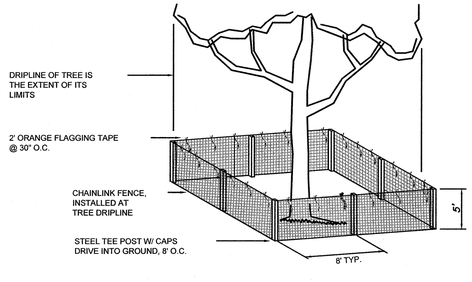
VEHICULAR USE AREA-PARKING AREAS- 21,075 SF

REQUIRED INTERIOR LANDSCAPE AREA 490 SF
10 SF / INTERIOR PARKING SPACE = 19(10)=190 SF
10 SF / EA. 500 SF NOT PARKING (14825/500=30(10)=300 SF)
1 TREE / 200 SF = 490/200=2.45= 3 TREES (NO MORE THAN 50% PALMS)

INTERIOR LANDSCAPE AREA 1495 SF

REQUIRED FOUNDATION LANDSCAPE AREA 683 SF
(100 SF / 1500 SF GFA = 2500/100=250 SF)

Existing Tree Data					
Tree #	DBH (in.)	Common Name	Remove	Req. Ratio	Req. Replacement
10	7	Holly	X	1:1	1 - 2"
11	6	Holly	X	1:1	1 - 2"
12	18	Oak			
13	20	Oak			
14	20	Oak			
15	20	Oak			
16	16	Oak			
17	20	Palm			
18	14	Palm			
19	9	Oak			



TREE PROTECTION DETAIL

N.T.S.

TREE BARRICADE APPROVAL

OBTAIN CITY APPROVAL OF TREE BARRICADES PRIOR TO BEGINNING CLEARING OPERATIONS OR ANY SITE DEVELOPMENTS

TREE PROTECTION NOTES:

1. Four (4) foot high chain link fencing shall be installed encompassing the drip line of each tree, or one foot in diameter for each inch of trunk diameter, whichever is greater. When surveyed fencing shall be moved to the edge of the tree protection area (TPA) as indicated on plans and be maintained through completion of construction.
2. Where the TPA occurs within 10 feet of the tree trunk, a trenching device shall be used to sever tree roots. Root raking shall not occur before roots have been cleanly severed.
3. All equipment and/or materials are prohibited within the TPA. Including but not limited to cement wash-out, chemicals, fuel or equipment servicing.
4. Grade changes shall not occur within the TPA. No fill shall be added, removed or stored within the TPA with exception of prescribed potting soil (see item 10).
5. Brush and weeds occuring within the TPA shall be cleared by hand or utilizing only the mower of a light wheeled farm tractor (less than 60 hp). During such activities soil profiles shall not be disturbed.
6. Roto-tilling, disking, root raking or other clearing methods that disturb the soil profile are expressly prohibited.
7. Utility lines and/or irrigation lines shall not occur within the TPA.
8. Saved trees shall be pruned to remove dead and damaged wood, correct structural defects and to provide access and visibility.
9. Pruning shall be completed under direct observation by the Designated Forester of CPH Engineers, Inc. or owner designated ISA certified arborist and be accomplished by an arborist with five years or more experience pruning live oaks to ISA standards. Arborist must obtain approval from the owner prior to commencement of pruning activities. Two week advance notification is required.
10. Landscaping within TPA shall not disturb existing soil profiles. Eight inches of potting soil shall be imported and evenly spread to provide a planting medium within TPA.
11. The following activities are specifically prohibited within the barricaded area: Vehicular and pedestrian traffic; storage of construction materials; placement of excavated materials; and any activities that may disturb the root system within the barricaded area.
12. Barricades shall be placed prior to any land alteration and shall be removed only after the certificate of use for the project is issued or administrative approval is granted.

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Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Aug 22, 2023

PROJECT LEMONADE - 7493 MANATEE AVENUE BRADENTON, FLORIDA 34209

LANDSCAPE PLAN

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
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CONSULTANT PROJECT # L17102
DATE 07/31/2022
DRAWN BY CPH CONSULTING, LLC.

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SHEET
LANDSCAPE PLAN

SHEET NUMBER
L1.0

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LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.

2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.

3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.

4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to ensure availability and proper location of irrigation items and plants.

5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.

6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.

7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.

8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.

9. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.

10. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.

11. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.

12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.

13. TOPSOIL

    Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.

14. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.

15. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.

16. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.

17. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.

18. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.

19. Sod shall be of a species specified on the drawings and originate from a commercial turf grower, whose farm is free of muck soils. Muck grown sod will not be approved. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.

20. It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.

21. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.

22. UNSUITABLE SUBSOILS
    Locations containing unsuitable subsoil shall be treated by one or more of the following:

    A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

    B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

    C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

    D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

23. The Landscape Contractor shall ensure that his work does not interrupt established or projected drainage patterns.

24. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.

25. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. a 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds.

26. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

27. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

    A. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

    B. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

    C. During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

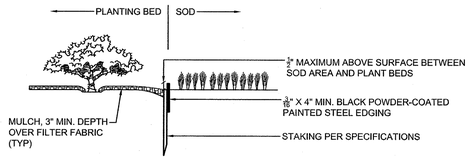
    D. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

    GUARANTEE AND REPLACEMENT:

    A. All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

    B. At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

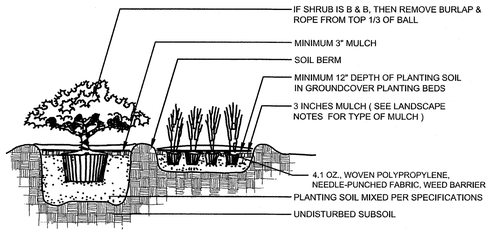
    C. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.



INSTALL PER MANUFACTURES SPECIFICATIONS

LANDSCAPE EDGING

N.T.S.



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.
-SET PLANT MATERIAL SO THAT THE TOP OF THE ROOTBALL IS SLIGHTLY ABOVE THE SURROUNDING GRADE.

SHRUB AND GROUNDCOVER PLANTING DETAIL

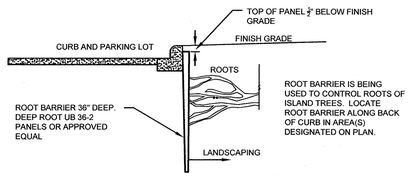
N.T.S.

THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

Always call 811 two full business days before you dig

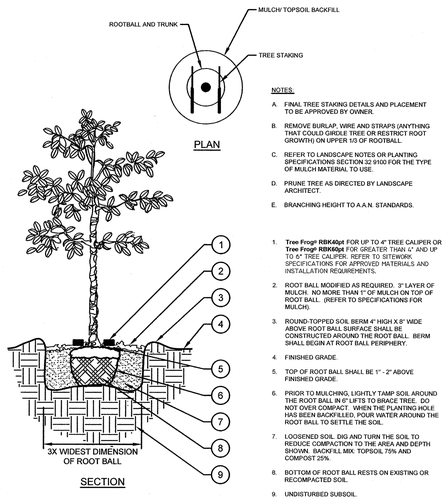
Sunshine811.com

www.sunshine811.com



ROOT BARRIER DETAIL

N.T.S.



NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. REFER TO LANDSCAPE NOTES OR PLANTING SPECIFICATIONS SECTION 32 9100 FOR THE TYPE OF MULCH MATERIAL TO USE.

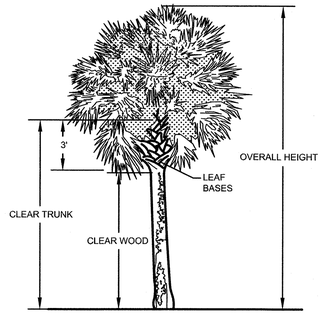
D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.

E. BRANCHING HEIGHT TO A.A.N. STANDARDS.

1. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
2. ROOT BALL MODIFIED AS REQUIRED. 3" LAYER OF MULCH. NO MORE THAN 1" OF MULCH ON TOP OF ROOT BALL. (REFER TO SPECIFICATIONS FOR MULCH).
3. ROUND-TOPPED SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
4. FINISHED GRADE.
5. TOP OF ROOT BALL SHALL BE 1" - 2" ABOVE FINISHED GRADE.
6. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE TREE. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
7. LOOSENED SOIL. DIG AND TURN THE SOIL TO REDUCE COMPACTION TO THE AREA AND DEPTH SHOWN. BACKFILL MIX: TOPSOIL 75% AND COMPOST 25%.
8. BOTTOM OF ROOT BALL RESTS ON EXISTING OR RECOMPACTED SOIL.
9. UNDISTURBED SUBSOIL.

SMALL TREE PLANTING (14' OR LESS)

N.T.S.



* ALL PALMS TO HAVE CLEAR WOOD INDICATED ABOVE UNLESS OTHERWISE SPECIFIED.

SABAL PALM
(NO CROWN SHAFT)

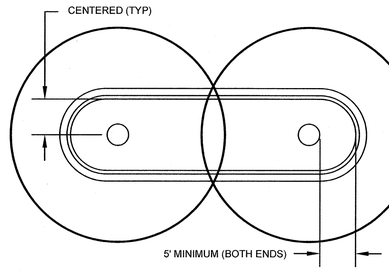
PALM MATRIX B

PALM HEIGHT/TRUNK SPECIFICATIONS

OVERALL HEIGHT(OA):
HIGHEST POINT IN THE CANOPY MEASURED FROM THE SOIL LINE TO THE NATURAL POSITION OF THE LAST FULLY EXPANDED LEAF. UNLESS SPECIFIED DIFFERENTLY, THE TERM HEIGHT, OR HEIGHT MEASUREMENTS SPECIFIED, WILL BE CONSIDERED OVERALL HEIGHT.

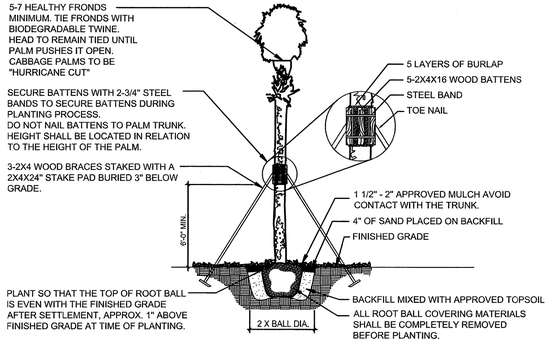
CLEAR TRUNK(CT):
A MEASUREMENT FROM THE SOIL LINE TO A POINT IN THE CANOPY WHERE THE TRUNK CALIPER BEGINS TO TAPER ABRUPTLY. ON MANY PALMS, THIS POINT WILL LIE AT THE BASE OF THE PETIOLE OF THE THIRD OR FOURTH YOUNGEST BUT FULLY EXPANDED LEAF.

CLEAR WOOD(CW):
A MEASUREMENT FROM THE SOIL LINE TO THE HIGHEST POINT OF THE TRUNK FREE OF PERSISTENT LEAF BASES. ON PALMS WITH A CROWN SHAFT, THE MEASURE WILL BE FROM THE SOIL LINE TO THE BASE OF THE CROWN SHAFT. IT SHOULD BE NOTED THAT PALMS WITH VERY PERSISTENT LEAF BASES MAY NOT HAVE CLEAR WOOD.



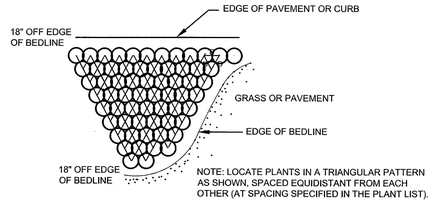
ALL TREES PLANTED IN LANDSCAPE ISLANDS OR ANY LANDSCAPED AREAS SHOULD BE A MINIMUM OF 5' OFF OF BACK OF CURB UNLESS ABSOLUTELY NECESSARY DUE TO UTILITY LINES/PIPES LOCATION.

TYPICAL ISLAND PLANTING



PALM STAKING DETAIL

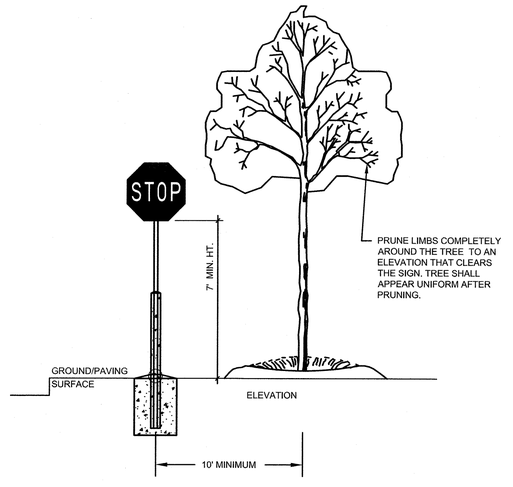
N.T.S.



NOTE: LOCATE PLANTS IN A TRIANGULAR PATTERN AS SHOWN, SPACED EQUIDISTANT FROM EACH OTHER (AT SPACING SPECIFIED IN THE PLANT LIST).

SHRUB/GROUNDCOVER SPACING PLAN

N.T.S.



ALL TREES TO BE PLANTED NO CLOSER THAN 10' IN ALL DIRECTIONS FROM ANY TRAFFIC SIGNS

TREE PLANTING AT TYPICAL SIGN

N.T.S.

MadisonMarquette
100 High Street, Suite 410
Boston, MA 02110

cph
www.cphcorp.com
Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Aug 22, 2023

LANDSCAPE NOTES & DETAILS

PROJECT LEMONADE - 7493 MANATEE AVENUE BRADENTON, FLORIDA 34209

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
4		

CONSULTANT PROJECT #	L17102
DATE	07/31/2022
DRAWN BY	CPH CONSULTING, LLC.

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SHEET
LANDSCAPE NOTES & DETAILS

SHEET NUMBER
L5.0

J:\L17102\Landscape\DWG\PreliminaryDesign\Plans\L17102 – LSP.dwg, 8/22/2023 9:41:19 AM, Aguilar, Michelle, _cph – Civil And Landscape.stb

Project Management Initials: Designer: Checked: Approved: ARCH D 24" x 36"

DESCRIPTION

LOT 2, GRAND MANATEE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY IN O.R. BOOK 1099, PAGE 45, AND O.R. BOOK 1497, PAGE 3686, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING EASEMENTS:

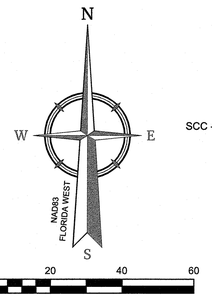
A. A 10.00 FOOT WIDE UTILITY EASEMENT, 5.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT: BEGIN AT THE SE CORNER OF LOT 2, GRAND MANATEE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 89°47'00" EAST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, AND 200.0 FEET SOUTHERLY THEREFROM, 248.94 FEET TO THE INTERSECTION WITH THE PROPOSED EAST LINE OF "ALBERTSON'S" PROPERTY, FOR THE END OF SAID EASEMENT, BEING AND LYING IN LOT 1 OF SAID "GRAND MANATEE" SUBDIVISION, SECTION 30, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

B. A 10.00 FOOT WIDE UTILITY EASEMENT, 5.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT: BEGIN AT THE SW CORNER OF LOT 3, GRAND MANATEE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 89°47'00" WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, AND 200.0 FEET SOUTHERLY THEREFROM, 156.25 FEET TO THE INTERSECTION WITH THE PROPOSED EAST LINE OF "ALBERTSON'S" PROPERTY, FOR THE END OF SAID EASEMENT, BEING AND LYING IN LOT 1 OF SAID "GRAND MANATEE" SUBDIVISION, SECTION 30, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

C. A 10.0 FOOT WIDE WATER LINE EASEMENT PARALLEL AND CONTIGUOUS TO THE WEST LINE OF LOT 1, GRAND MANATEE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING THE WEST 10.00 FEET OF SAID LOT 1, BEING AND LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

D. EASEMENTS AND RIGHTS OF WAY SET FORTH IN DECLARATION OF COVENANTS AND ENCUMBRANCES AS RECORDED IN OFFICIAL RECORDS BOOK 1023, PAGE 2263 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1(D)	N 45° 49' 59" E	28.21'
L1(C&M)	N 45° 52' 43" E	28.20'
L2(D)	S 89° 15' 44" E	10.42'
L2(C&M)	S 89° 14' 09" E	10.42'
L3(D)	N 00° 44' 16" E	5.00'
L3(C&M)	N 00° 45' 51" E	5.00'
L4(D)	N 89° 15' 44" W	5.40'
L4(C&M)	N 89° 14' 09" W	5.40'
L5(D)	N 45° 49' 59" E	21.18'
L5(C&M)	N 45° 52' 43" E	21.18'

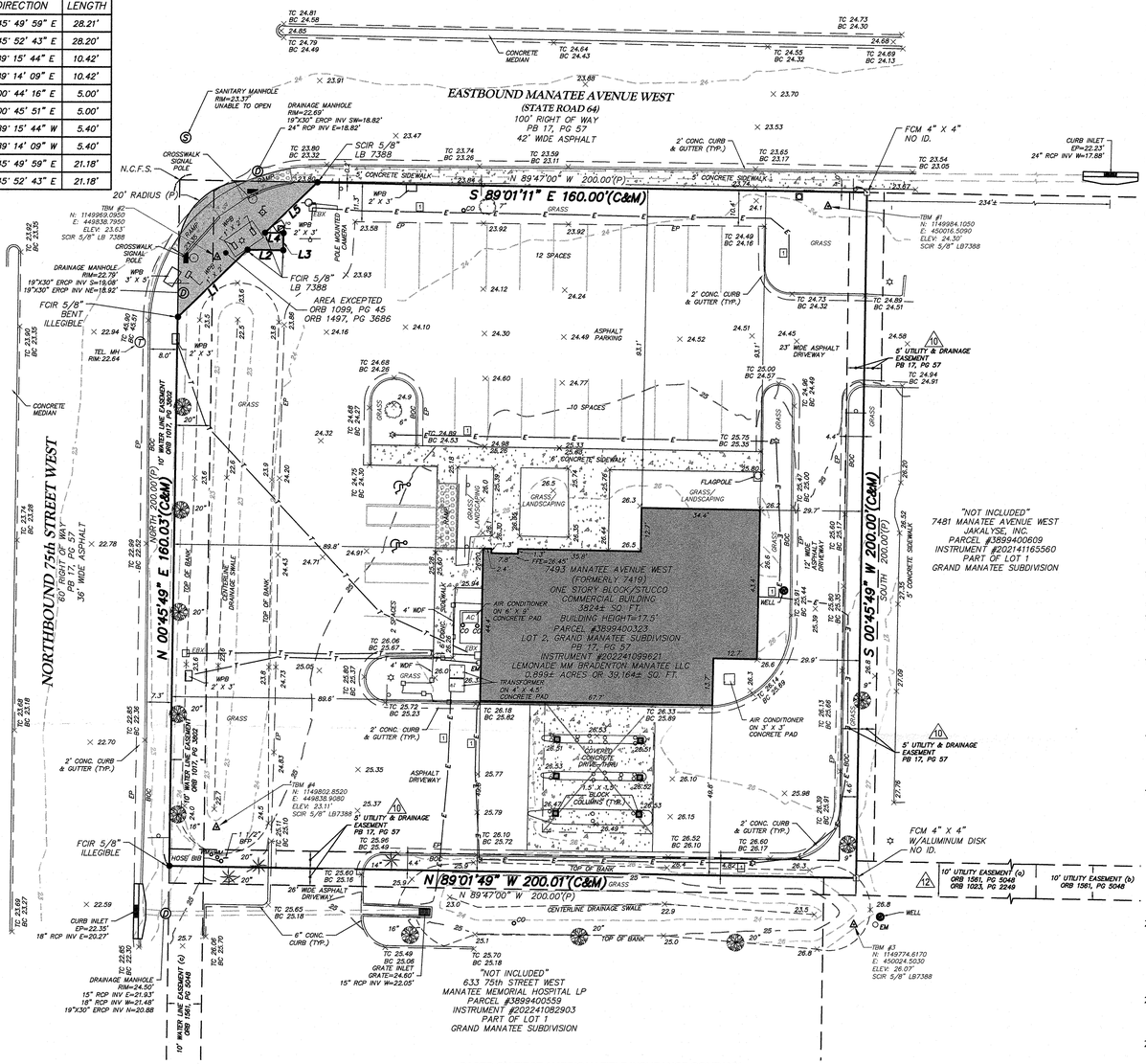


0 20 40 60

SCALE: 1" = 20'

CURRENT ZONING
SCC - SUBURBAN COMMERCIAL CORRIDOR

BUILDING SETBACKS
FRONT: 35 FEET
SIDES: 10 FEET
REAR: 25 FEET



LEGEND

- TRAVERSE LINE, CENTER LINE OR BASELINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- EDGE OF PAVEMENT
- CURB LINE
- DEPRESSED CURB
- CHAIN FENCE
- WETLAND LINE
- MUNICIPAL BOUNDARY
- TREELINE
- ELECTRICAL MANHOLE
- WATER MANHOLE
- TELEPHONE MANHOLE
- UNMARKED MANHOLE
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION
- TOP OF CURB ELEV.
- BOTTOM OF CURB ELEV.
- U/G CABLE TV LINE
- U/G FIBER OPTIC LINE
- U/G TELEPHONE LINE
- U/G ELECTRIC LINE
- OVERHEAD WIRE
- WATER MAIN
- GAS MAIN
- SAN. SEWER LATERAL
- SAN. SEWER MAIN
- STORM PIPE
- OAK TREE
- PALM TREE
- UNKNOWN TREE
- ROADWAY SIGNS
- TRAFFIC FLOW
- TRAFFIC SIGNAL POLE
- POLE MOUNTED LIGHT
- UTILITY POLE
- GUY WIRE
- TRANSFORMER
- FIRE DEPT. CONNECTION
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- SANITARY CLEANOUT
- CONCRETE MONUMENT
- CAPPED REBAR/IRON PIPE
- HANDICAP PARKING SPACE
- STORM INLET TYPE 'A'
- STORM INLET TYPE 'B'
- STM. DBL. INLET TYPE 'B'
- STORM INLET TYPE 'E'
- STM. DBL. INLET TYPE 'E'
- HEADWALL

SUBSURFACE UTILITY LOCATIONS SHOWN HEREON WERE TAKEN FROM AN ELECTRONIC DRAWING FILE PROVIDED BY AECOM, RECEIVED ON 05/16/2023.

SUBSURFACE UTILITY LOCATIONS WERE NOT VERIFIED AS A PART OF THIS SURVEY NOR DOES COLLIERS ENGINEERING & DESIGN CERTIFY OR WARRANTY THE ACCURACY OF THE SUBSURFACE UTILITIES SHOWN HEREON..

NOTES:
1. *UNDERGROUND UTILITIES SHOWN HEREON BASED ON FIELD MARKET TO LEVEL B STANDARDS. PERFORMED JANUARY-MARCH 2023*
2. *NO WATER OR SANITARY SEWER SERVICE WAS DETECTED DURING THE COURSE OF THE SUBSURFACE UTILITY INVESTIGATION, IT IS BELIEVED THAT THE PIPE MATERIALS ARE NON-METALLIC IN NATURE*

[1] *ADDITIONAL UTILITIES WERE LOCATED THE WEEK OF MARCH 20TH, 2023*

ABBREVIATIONS

ALTA	AMERICAN LAND TITLE ASSOCIATION	FCIR	FOUND CAPPED IRON ROD	OHW	OVERHEAD WIRE
BFP	BACKFLOW PREVENTER	FCM	FOUND CONCRETE MONUMENT	ORB	OFFICIAL RECORDS BOOK
BOC	BACK OF CURB	FDC	FIRE DEPARTMENT CONNECTION	PB	PLAT BOOK
BOL	BOLLARD(S)	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PG	PAGE
(C&M)	CALCULATED & MEASURED	FFE	FINISHED FLOOR ELEVATION	PVCF	POLYVINYL CHLORIDE FENCE
CB	CONDOMINIUM BOOK	FPK	FOUND PARKER KALON NAIL	RCP	REINFORCED CONCRETE PIPE
CLF	CHAIN LINK FENCE	FIR	FOUND IRON ROD	SCIR	SET CAPPED IRON ROD
CMP	CORRUGATED METAL PIPE	ICV	IRRIGATION CONTROL VALVE	SQ.FT.	SQUARE FEET
CONC.	CONCRETE	INV	INVERT	TEPED	TELEPHONE PEDESTAL
(D)	DEED	L.B.	LICENSED BUSINESS	TBM	TEMPORARY BENCHMARK
EBX	ELECTRICAL BOX	NAD83	NORTH AMERICAN DATUM OF 1983	TYP.	TYPICAL
EL	ELEVATION	N.C.F.S.	NO CORNER FOUND OR SET	WDF	WOODEN FENCE
EP	EDGE OF PAVEMENT	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	WPB	WIRE PULL BOX

BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 5139510-F-FL-CR-AMF-A COMMITMENT DATE: FEBRUARY 15, 2023 @ 08:00 AM

TITLE COMMITMENT SCHEDULE B - PART 2 EXCEPTIONS

EXCEPTION REFERENCE	RECORDING REFERENCE	DESCRIPTION	STATUS ON PLAT
10	PB 17, PG 57	MATTERS SHOWN ON THE PLAT OF GRAND MANATEE SUBDIVISION	AS SHOWN
11	ORB 1023, PG 1744	TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN GEORGE HARRISON, TRUSTEE AND ALBERTSON'S, INC., A DELAWARE CORPORATION	DOES NOT AFFECT
12	ORB 1023, PG 2249 ORB 1038, PG 2971	TERMS AND CONDITIONS OF THE EASEMENT AGREEMENT BETWEEN ALBERTSON'S, INC., A DELAWARE CORPORATION AND GEORGE HARRISON, TRUSTEE	ACCESS EASEMENT NOT PLOTTABLE 10' UTILITY EASEMENT AS SHOWN SANITARY SEWER EASEMENT DOES NOT AFFECT DRAINAGE EASEMENT DOES NOT AFFECT PYLON EASEMENT DOES NOT AFFECT RETAINING WALL EASEMENT DOES NOT AFFECT
13	ORB 1023, PG 2263	THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS AND ENCUMBRANCES	AFFECTS SUBJECT PARCEL NOT PLOTTABLE
14	INSTRUMENT #202241099621	COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).	NOTED ONLY
15		ANY MAP OR DIAGRAM NOW OR PREVIOUSLY PROVIDED IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. THE COMPANY AND ITS AGENTS EXPRESSLY DISCLAIM ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON SUCH MAP(S) OR DIAGRAM(S). THE FOREGOING DOES NOT LIMIT ANY EXPRESS COVERAGES PROVIDED BY THE TERMS AND PROVISIONS OF ANY TITLE INSURANCE POLICY FOR MATTERS WHICH MIGHT BE REVEALED BY A SURVEY PREPARED AND CERTIFIED IN ACCORD WITH FLORIDA STATUTES SECTION 472.027.	NOTED ONLY
16		TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).	NOTED ONLY

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

GENERAL NOTES

1. ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES (US SURVEY FOOT) AND IS RELATIVE TO NAD83 AND DECIMALS THEREOF REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. AREA COMPUTATION BY COORDINATE METHOD.
2. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND IS BASED ON FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT STAMPED "MAN 4" (NATIONAL GEODETIC SURVEY MONUMENT AG7656) HAVING AN ELEVATION OF 25.23'.
3. SITE AREA AS SURVEYED
   TOTAL = 0.899± ACRES OR 39,164± SQUARE FEET
4. OWNER/DEED REFERENCE
   OWNER: LEMONADE MM BRADENTON MANATEE LLC
   INSTRUMENT #202241099621
5. TITLE COMMITMENT
   FIRST AMERICAN TITLE INSURANCE COMPANY
   COMMITMENT NUMBER: 5139510-F-FL-CR-AMF-A
   COMMITMENT DATE: FEBRUARY 15, 2023, 08:00AM.
6. PROPERTY ADDRESS
   7493 MANATEE AVENUE WEST (FORMERLY 7419)
   BRADENTON, FLORIDA 34209
7. UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. COLLIERS ENGINEERING & DESIGN CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
8. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS OR BASEMENTS WAS PERFORMED AS PART OF THIS SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF SAME
9. FIELDWORK WAS PERFORMED ON 02.20.2023 - 02.21.2023
10. THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12081C0282F, REVISED DATE 08.10.2021.
11. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
12. NO EVIDENCE OF CEMETERIES OR BURIAL GROUNDS AND/OR SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL FOUND ON SUBJECT PREMISES AS PART OF THIS SURVEY.
13. THERE WERE NO OFFSITE EASEMENTS PROVIDED AT THE TIME OF SURVEY.
14. THERE WERE 24 REGULAR PARKING SPACES AND 2 DESIGNATED HANDICAP SPACES ON SITE AT THE TIME OF SURVEY.
15. BUILDING DIMENSIONS ARE EXTERIOR DIMENSIONS AT GROUND LEVEL, BUILDING SQUARE FOOTAGE BASED ON EXTERIOR FOOTPRINT AT GROUND LEVEL. BUILDING HEIGHT OF BUILDINGS MEASURED AT HIGHEST POINT.
16. NO EVIDENCE WAS PROVIDED FOR PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED AT THE TIME OF SURVEY.
17. THE UNDERSIGNED PROFESSION IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OR NONEXISTENCE OF WETLANDS AND/OR TOXIC WASTES. THEREFORE, IT SHOULD NOT BE ASSUMED OR CONSTRUED THAT ANY STATEMENT IS BEING MADE BY THE FACT THAT NO EVIDENCE OF WETLANDS OR TOXIC WASTES IS PORTRAYED HEREON. IT IS IN THE BEST INTEREST OF THE CLIENT TO PURSUE THESE MATTERS AS SEPARATE CONCERNS APART FROM THIS SURVEY.
18. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS GAINED FROM A TITLE REPORT LISTED IN NOTE 4 ABOVE.
19. PURSUANT TO SECTION 6(C)(II) OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (EFFECTIVE FEBRUARY 23, 2021) COLLIERS ENGINEERING & DESIGN HAS PLOTTED ANY RIGHTS OF WAY, EASEMENTS AND SERVITUDE'S BURDENING THE SURVEYED PROPERTY AS IDENTIFIED IN THE TITLE INSURANCE COMMITMENT PROVIDED BY THE CLIENT OR OBTAINED BY THE SURVEYOR AND STATED IF EACH IS "SHOWN" OR "NOT SHOWN" ON THE SURVEY. THIS CLIENT HAS REQUIRED THAT THE SURVEYOR STATE IF, AS AN OPINION, THE RIGHTS OF WAY, EASEMENTS AND SERVITUDES "AFFECT" OR "DOES NOT AFFECT" THE SUBJECT PROPERTY. THESE OPINIONS ARE NOT TO BE CONSIDERED TO BE MADE WITH ANY LEGAL EXPERTISES AND SHOULD BE REVIEWED BY CLIENT'S LEGAL REPRESENTATIVE TO VERIFY VALIDITY PRIOR TO RELYING ON THOSE STATEMENTS.
20. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESS OR IMPLIED.
21. THE SURVEY DEPICTS THE SAME LAND AS IN THE TITLE COMMITMENT, AND THE SURVEY LEGAL DESCRIPTION IS THE SAME AS THE INSURED LEGAL DESCRIPTION IN THE TITLE COMMITMENT.
22. THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY CLOSES MATHEMATICALLY, AND THE SURVEYOR HAS DETERMINED THERE ARE NO GAPS, GORES OR OVERLAYS WITH THE ADJOINING PARCELS.
23. THE SUBJECT PROPERTY HAS ACCESS TO AND FROM 75th STREET WEST AND MANATEE AVENUE WEST (STATE ROAD 64), DULY DEDICATED AND ACCEPTED PUBLIC STREETS OR HIGHWAYS.
24. REFERENCES
    a.DEEDS AND MAPS SHOWN
25. ZONING AND SETBACK INFORMATION IS BASED ON A LIMITED SITE INVESTIGATION REPORT FOR 7419 MANATEE AVENUE W., BRADENTON, FLORIDA 34209, BY CPH, INC., DATED NOVEMBER 9, 2022

SURVEYOR'S CERTIFICATIONS

CERTIFIED TO:
LEMONADE MM BRADENTON MANATEE LLC
BRIDGETRUST TITLE GROUP
FLAGSTAR BANK N.A., A NATIONAL BANK AND EACH SUCCESSOR AND ASSIGN
KENSINGTON VANGUARD NATIONAL LAND SERVICES
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b) 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 21, 2023.

DATE OF PLAT OR MAP: 06/06/2023
COLLIERS ENGINEERING & DESIGN, INC.

9/8/2023
DATE

CHARLES DAVID FERRARO, PSM
REGISTERED LAND SURVEYOR #4768
STATE OF FLORIDA
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

AECOM

PROJECT

ALTA/NSPS LAND TITLE SURVEY

7493 MANATEE AVENUE WEST (FORMERLY 7419)
BRADENTON, FLORIDA 34209

LOT 2, GRAND MANATEE SUBDIVISION

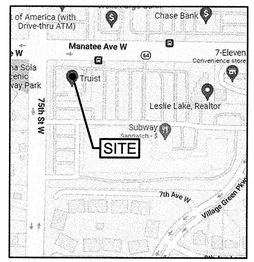
CONSULTANT

Colliers Engineering & Design

Doing Business as MASER CONSULTING
TAMPA
5471 West Waters Avenue, Suite 100
Tampa, FL 33634
Phone: 813.207.1061
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

Charles David Ferraro
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: LS4768
COLLIERS ENGINEERING & DESIGN, INC.
F.L. License #: LB7388

VICINITY MAP



REVISION

6	06/06/2023	REMOVED SETBACK LINES
5	05/24/2023	ADDED SUBSURFACE UTILITIES
4	04/20/2023	ADDED ZONING INFORMATION
3	04/20/2023	UPDATED TITLE COMMITMENT
2	03/10/2023	REVISED CERTIFIED PARTIES
1	03/07/2023	APPLY TOPOGRAPHY
I/R	DATE	DESCRIPTION

ISSUE BLOCK

SCALE:	1" = 20'
DATE:	JUNE 06, 2023
FIELDWORK BY:	MW
DRAWN BY:	RPK
CHECKED BY:	CDF
APPROVED BY:	CDF
COPYRIGHT:	2023

PROJECT NUMBER
60682046

SHEET TITLE
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
1 OF 1

Last saved by: RKINCHNER(2023-05-19) Last Plotted: 2023-05-19
Filename: C:\CIVIL 3D PROJECTS\2022\22001513\KT\419 MANATEE AVE W - BRADENTON\SURVEY\PLANS\V-SURV-TOPO.DWG

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 1, 2023

Staff Report

Case Number: SU.23.4062 / Resolution 23.83
Applicant: Joshua Bryant P.E., agent for Lemonade MM Bradenton Manatee LLC
Address: 7493 Manatee Avenue West
Parcel ID: 3899400323
Zoning: SCC (Suburban Commercial Corridor)
FLUM: SCC (Suburban Commercial Corridor)
Flood Zone: X

Surrounding Property:

Zoning:
- North: Manatee County
- South: SCC (Suburban Commercial Corridor)
- East: SCC (Suburban Commercial Corridor)
- West: Manatee County

Future Land Use:
- North: Manatee County
- South: SCC (Suburban Commercial Corridor)
- East: SCC (Suburban Commercial Corridor)
- West: Manatee County

Summary of Request

The applicant is requesting approval of a Special Use Permit to construct a new approximately 2,500 square foot restaurant with seating that exceeds 20. The subject use will have approximately 38 seats (18 indoor/20 outdoor). According to Schedule 3.2.1.2 of the Land Use Regulations, restaurants in the SCC zoning district that contain over 20 seats is required to obtain special use approval prior to commencement of construction.

Figure 1: Land Use Regulations – Schedule 3.2.1.2

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE [1][5]	UV [6]		UC/UCBD [3]		UCC		SCC	
	P	SU	P	SU	P	SU	P	SU
EATING/DRINKING ESTABLISHMENTS [7]								
Restaurants - over 20 seats	X		X			X		X

In addition to having more than 20 seats, the proposed restaurant also contains a drive-through component and in the SCC, zoning districts, drive-throughs are a permitted use.

Figure 2: Land Use Regulations – Schedule 3.2.1.2

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE [1][5]	UV [6]		UC/UCBD [3]		UCC		SCC	
	P	SU	P	SU	P	SU	P	SU
Catering			X		X		X	
Take Out/Delivery/Drive Through		X		X	X		X	

The subject property was previously occupied by Sun Trust Bank. According to the submitted application materials, the existing building will be removed and the new restaurant, which is Starbucks, will be constructed in its place.

The general area has been recently experiencing a renaissance in redevelopment with a new WaWa fueling center located to the east of the subject property, a new 24/7 emergency medical facility under construction to the south and across the street a new Target is under construction.

The subject property has frontages along 75th Street West and Manatee Avenue West. Based on the submitted application materials, the site will be accessed by existing ingress and egress points (shared). Should roadway improvements be required, said improvements would be under the authority of the applicable governing body (County or State).

The underlying Future Land Use for the subject property is SCC (Suburban Commercial Corridor). This district permits many uses including but not limited to restaurants, drive-through restaurants, retail, office, motels, and hotels.

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.

Staff Response: The subject project appears to meet the applicable requirement.

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.

Staff Response: The subject project appears to meet the applicable requirement.

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.

Staff Response: The applicant submitted all required documentation.

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.

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

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

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

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

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

   Staff Response: It appears that the subject property has adequate ingress and egress in regard to automobiles and pedestrian safety. Automobiles will be using existing shared ingress/egress points and pedestrians will be using existing sidewalks and proposed safety walks onsite. Any off-site roadway improvements will be regulated by the controlling governmental agency.

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 property has adequate parking and loading areas. Any modifications will be regulated through the Site Improvement Plan (SIP) review process.

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 location and design of refuse and service areas will not negatively impact adjacent properties. All refuse areas must meet city standards should the city provide refuse service.

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

Staff Response: The proposed project will utilize existing utilities.

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

Staff Response: It appears the proposed use will not introduce any nuisances or hazards and it appears to be compatible with surrounding uses.

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

Staff Response: Any proposed signs and lighting shall be in compliance with city regulations.

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

Staff Response: It appears that the proposed use will not adversely affect the economic value of surrounding properties as neighboring properties are commercial in nature and the proposed use is also commercial.

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

Staff Response: It appears that the land is adequate to accommodate the proposed use.

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

Staff Response: It appears that the proposed use is compatible and appropriate with adjacent properties and with other properties within the same zoning 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 proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed use is consistent with the Comprehensive Plan. The Comprehensive Plan states that restaurants and restaurants with drive-throughs are desired uses in the Future Land Use classification of SCC.

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

Staff Recommendation:
Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of SU.23.4062**.

On October 18, 2023, Planning Commission met and recommended approval of Case SU.23.4062 as submitted (vote 6-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of PCD

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Special Use Site Plan

Exhibit 1: Location Map

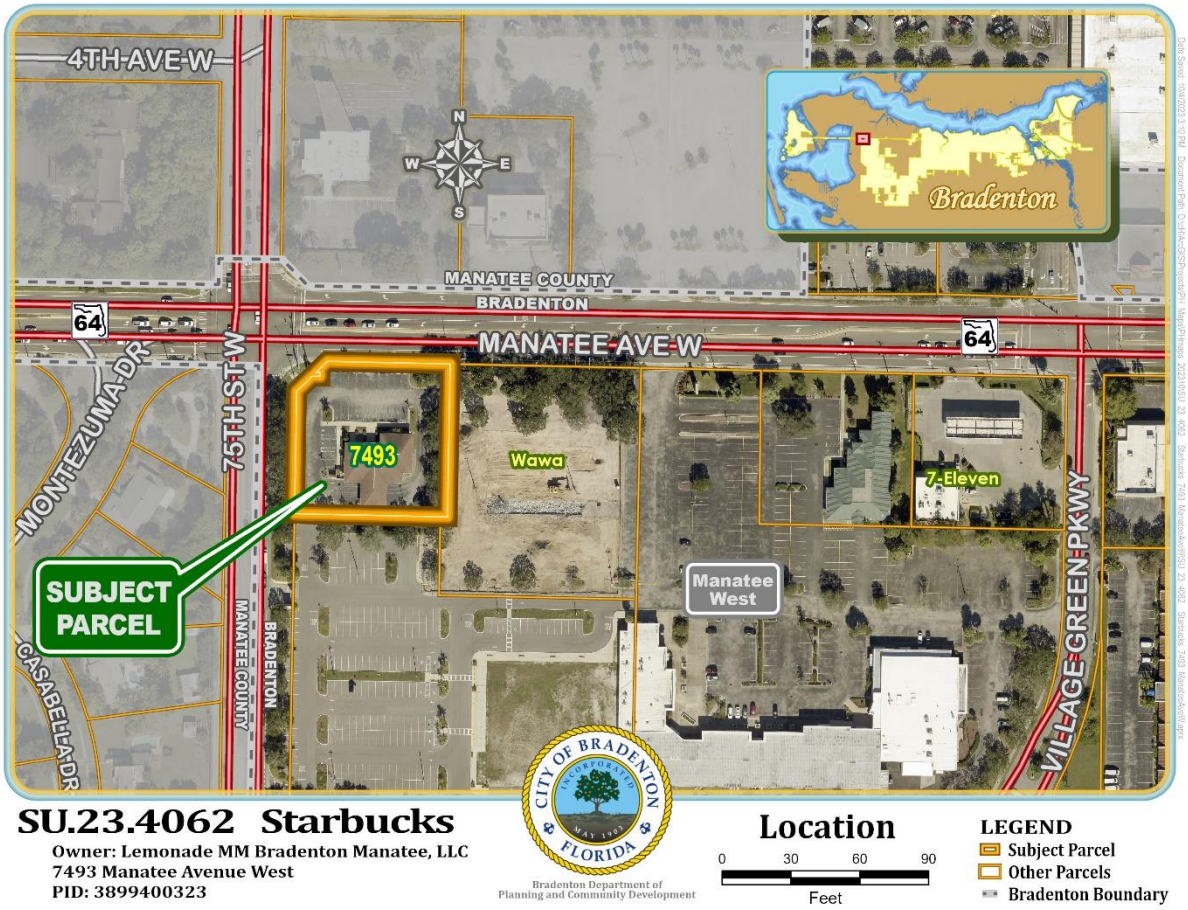


Exhibit 2: Future Land Use Map

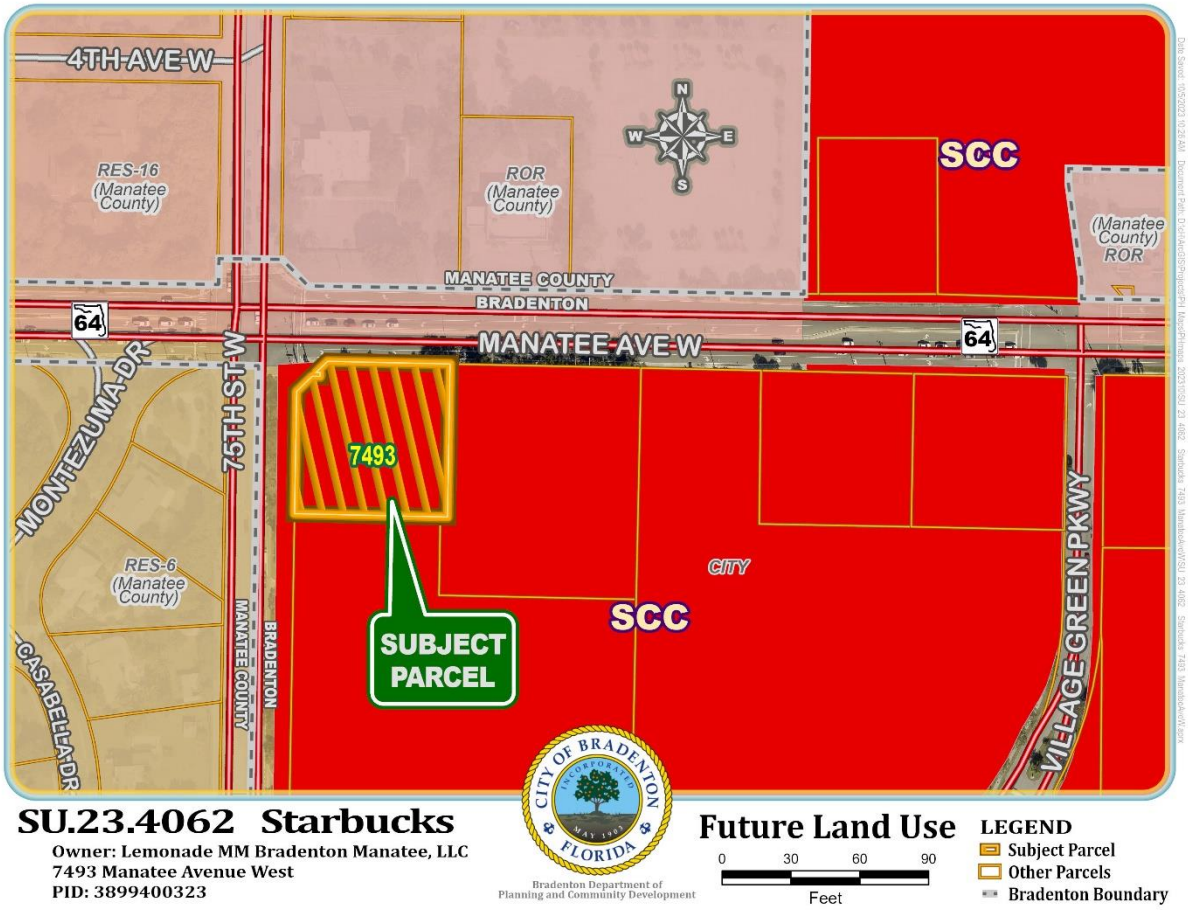


Exhibit 3: Zoning Map

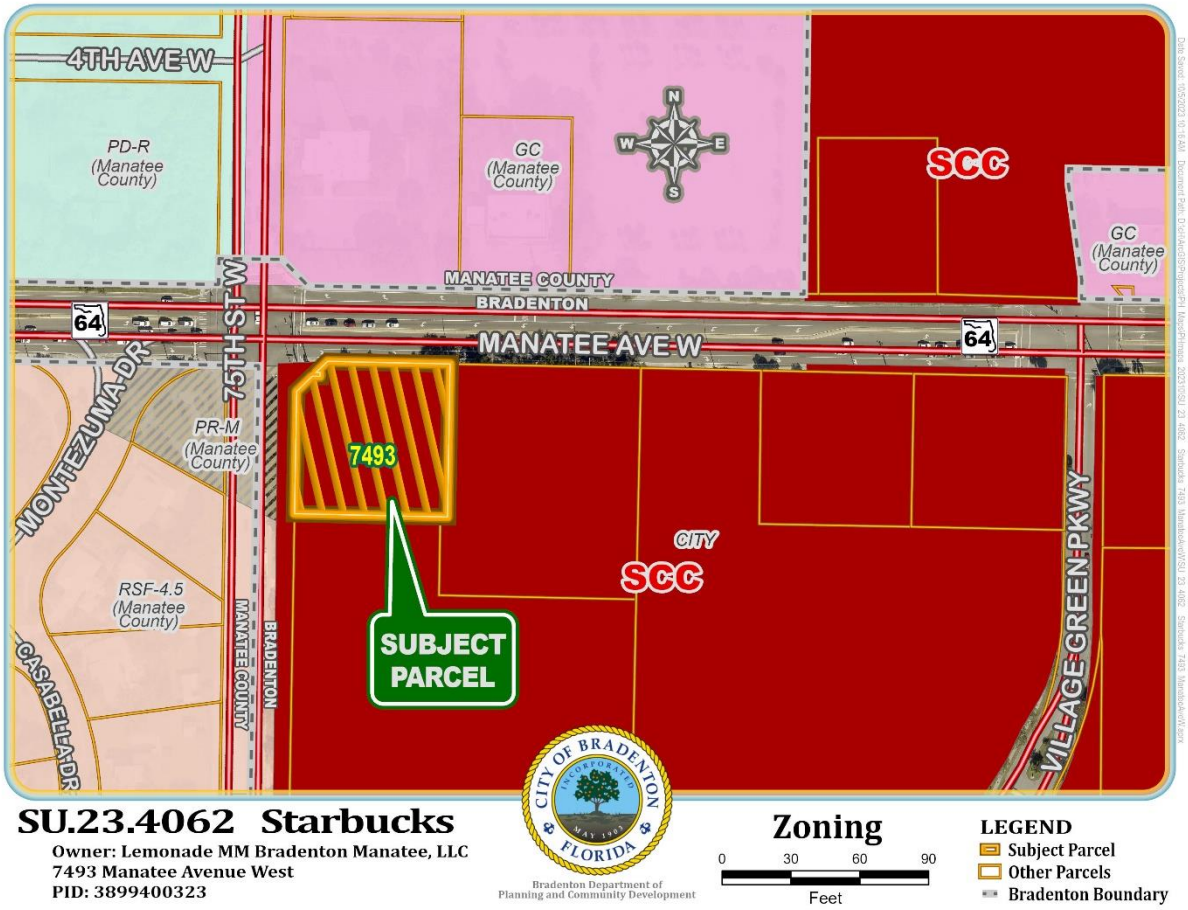
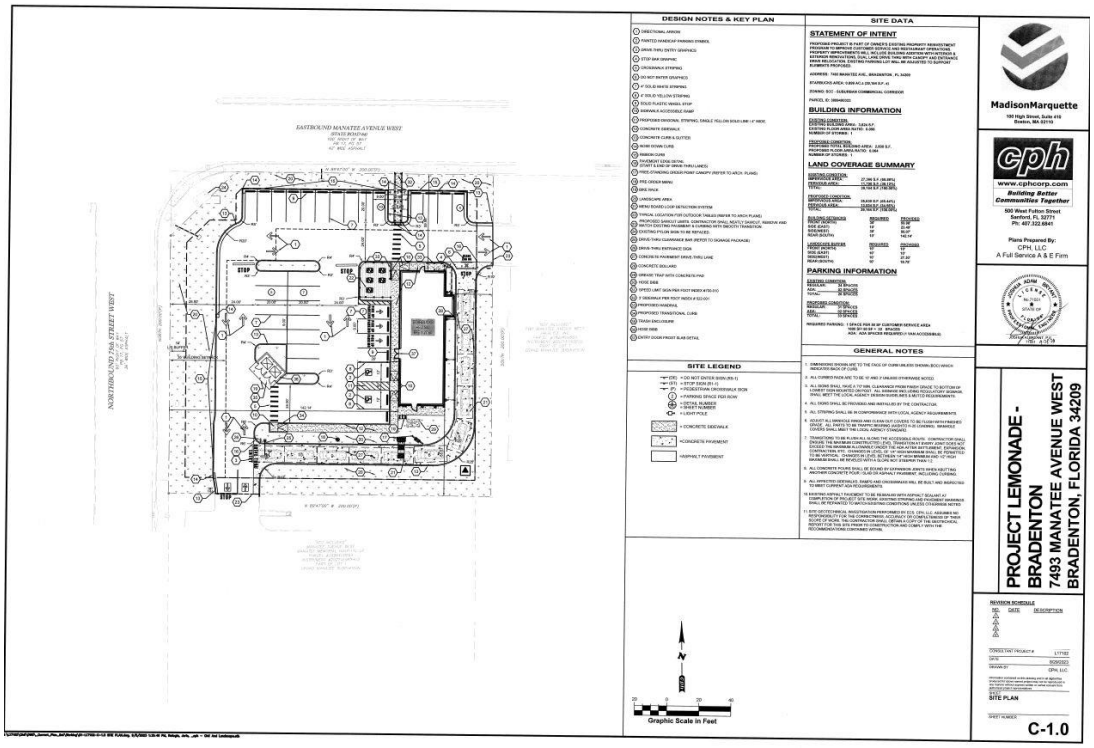
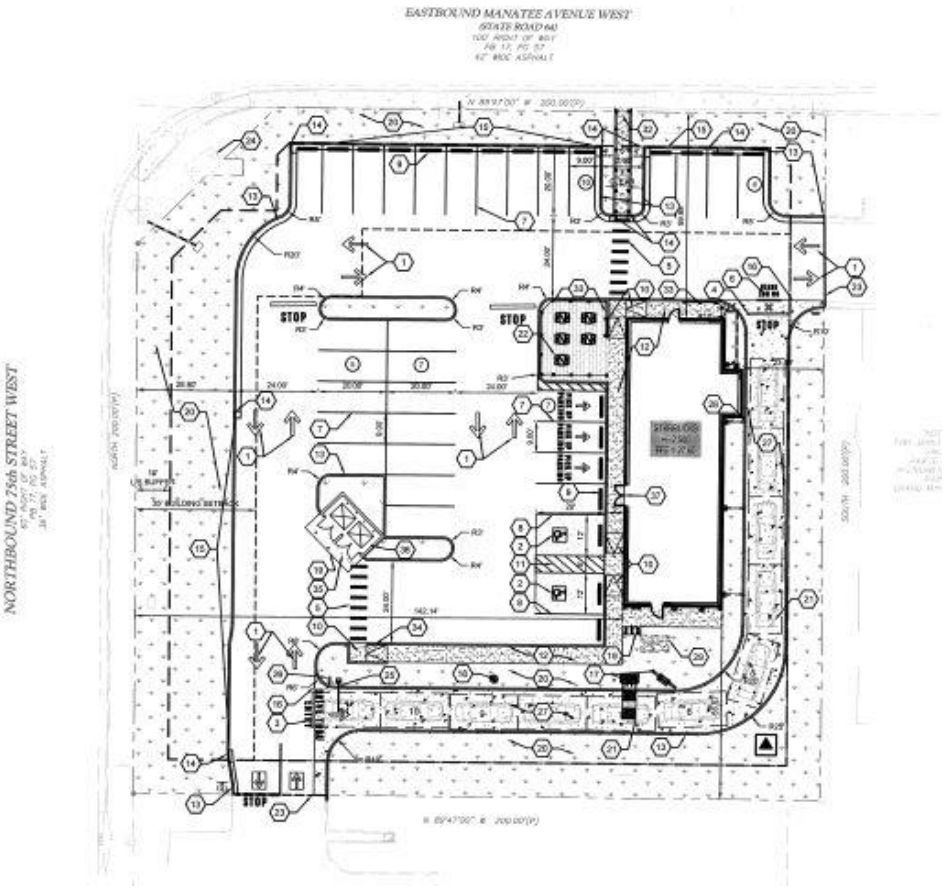


Exhibit 4: Special Use Site Plan





City Council
November 1, 2023

Case: SU.23.4062
Resolution: 23.83

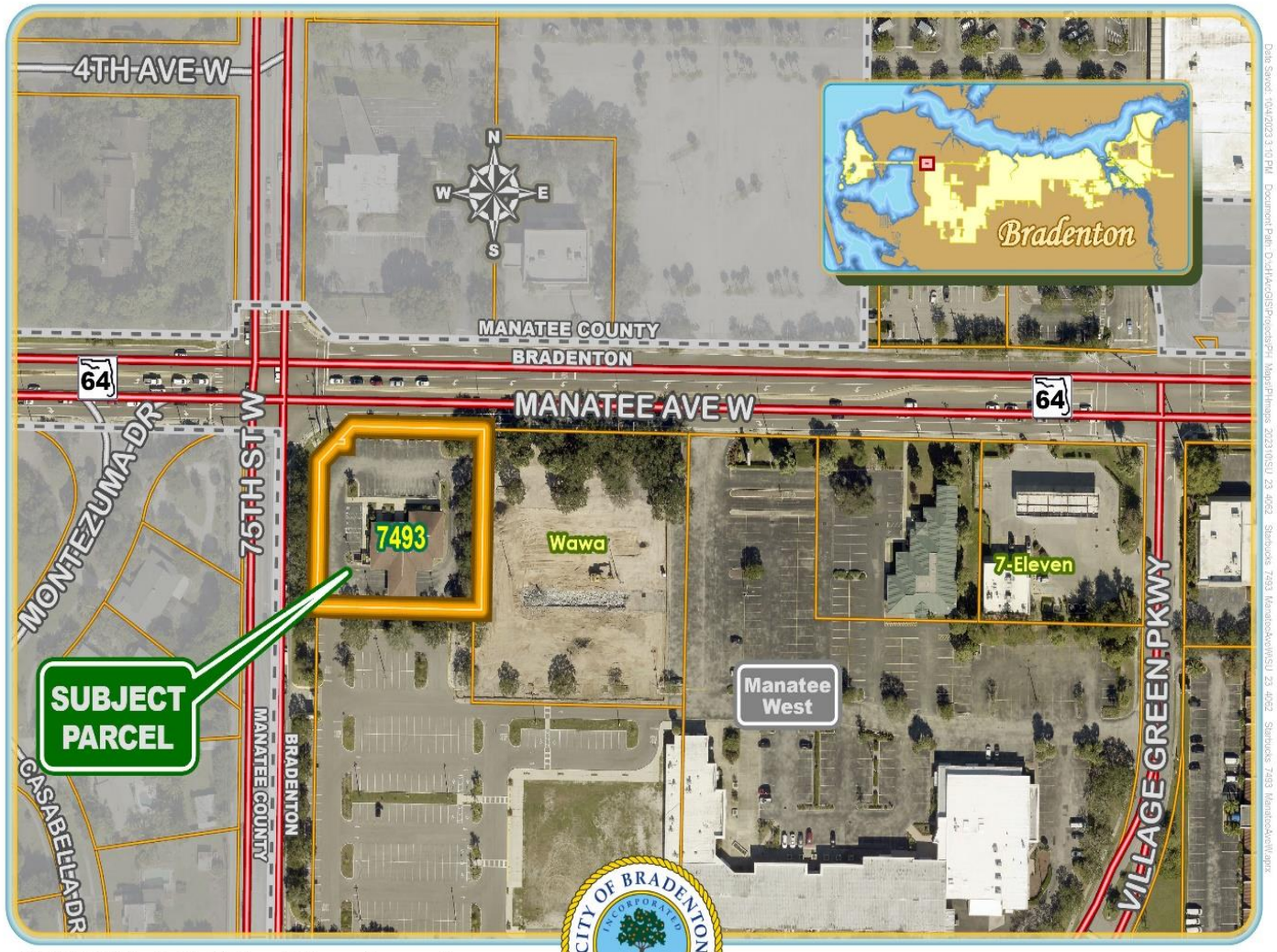
Request approval of a Special Use Permit to construct a new 2,500 sq. ft. restaurant with seating exceeding twenty

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Joshua Bryant, PE, agent for Lemonade MM Bradenton Manatee LLC
- Address: 7493 Manatee Avenue West
- Parcel ID No: 3899400323
- Acreage: 0.901 acres
- Current Zoning: SCC (Suburban Commercial Corridor)
- FLUM Zoning: SCC (Suburban Commercial Corridor)
- Existing Use: Vacant Bank
- Purpose: Approval of a Special Use Permit to construct a new 2,500 sq. ft. restaurant with seating exceeding twenty

Location Map



Aerial Picture



Zoning Map



SU.23.4062 Starbucks

Owner: Lemonade MM Bradenton Manatee, LLC
7493 Manatee Avenue West
PID: 3899400323

Bradenton Department of Planning and Community Development

Zoning

0 30 60 90
Feet

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton Boundary

Future Land Use Map



SU.23.4062 Starbucks

Owner: Lemonade MM Bradenton Manatee, LLC
7493 Manatee Avenue West
PID: 3899400323

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

Future Land Use

0 30 60 90
Feet

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton Boundary

Proposed Request

- Applicant is requesting to:
  - Construct new 2,500 sq. ft. restaurant
  - Seating exceeding 20 (18 indoor/20 outdoor)
    - ✓ Requires Special Use Permit
  - Site is vacant Sun Trust Bank
  - Use will utilize existing ingress/egress locations
  - If roadway improvements are required, authorized under applicable governing body

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE (1)(5)	UV (6)		UC/UCBD (3)		UCC		SCC	
	P	SU	P	SU	P	SU	P	SU
EATING/DRINKING ESTABLISHMENTS (7)								
Restaurants - over 20 seats	X		X			X		X

Proposed Request

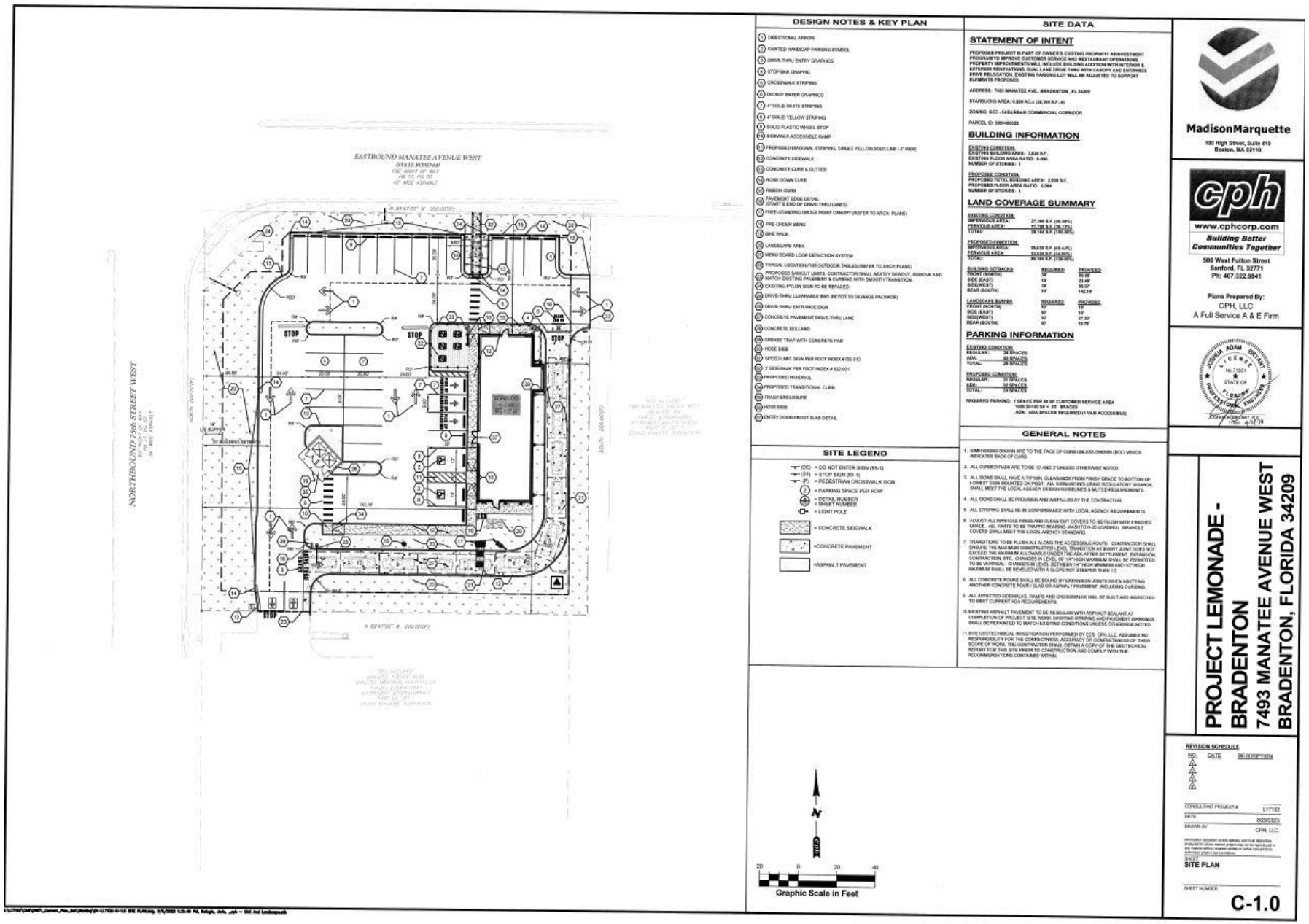
- Applicant is requesting to:
  - ➢ Proposed restaurant will also contain a drive-through
    - ✓ Drive-through's are <u>permitted by right</u> in the SCC district

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

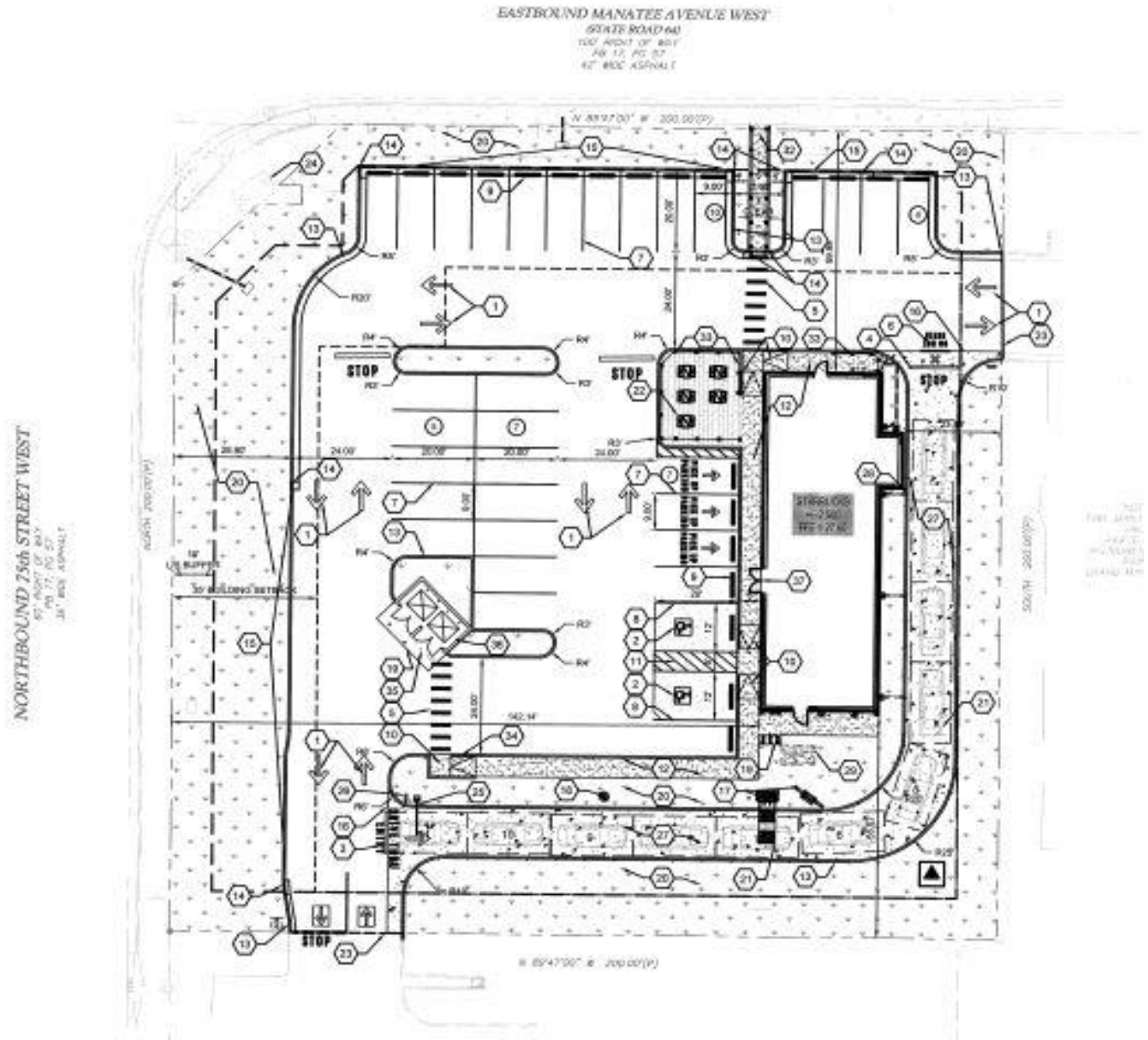
USE (1)(5)	UV (6)		UC/UCBD (3)		UCC		SCC	
	P	SU	P	SU	P	SU	P	SU
Catering			X		X		X	
Take Out/Delivery/Drive Through		X		X	X		X	

- Area is seeing a renaissance in redevelopment:
  - ❖ WaWa fueling center, Emergency Medical Center, Target (County)

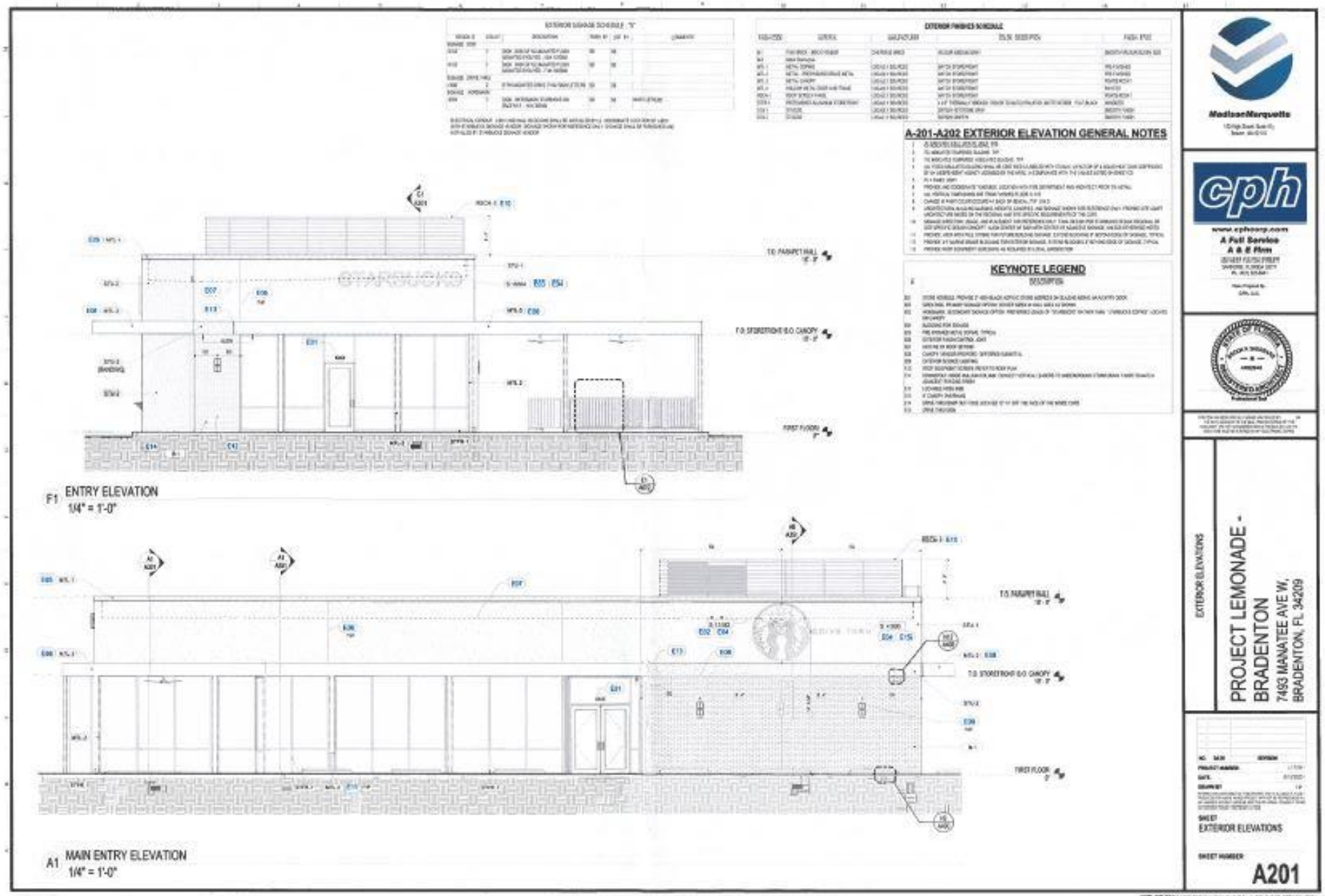
Proposed Site Plan



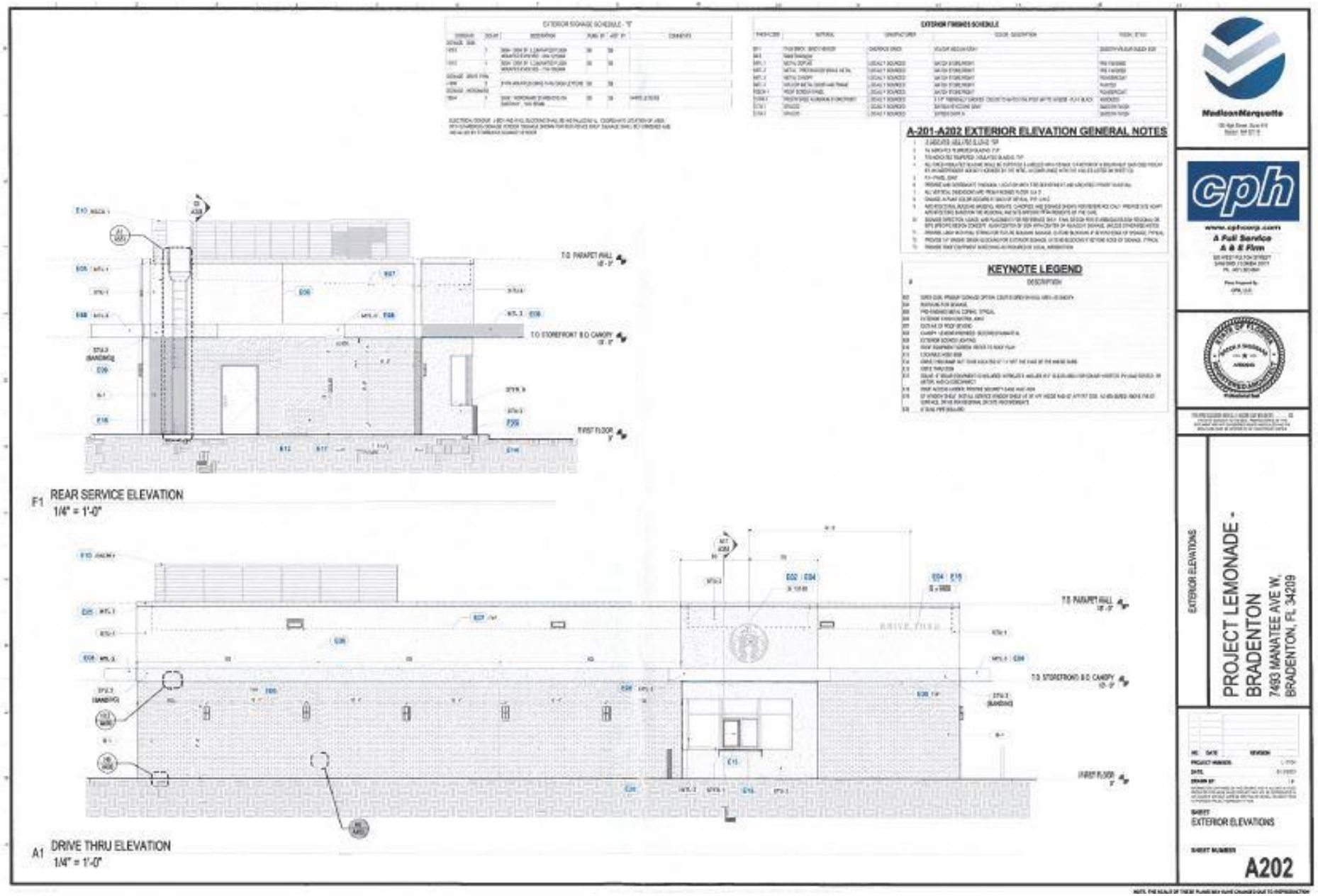
Proposed Site Plan (Enlarged)



Proposed Elevation (Submitted at PC)



Proposed Elevation (Submitted at PC)



Current Conditions



Existing Building (To Be Removed)

Current Conditions



Looking East (Towards WaWa)

Current Conditions



Existing & Remaining Ingress/Egress Location (East Property Line)

Current Conditions



Looking North (Bank of America & Wells Fargo)

Current Conditions



Looking South (New Emergency Facility)

Current Conditions



Existing & Remaining Ingress/Egress Location (South Property Line)

Current Conditions



Looking West (Palma Sola Park & Subdivision)

General Special Use Standards

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

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

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.
Staff Response: The subject project appears to meet the applicable requirement.

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.
Staff Response: The applicant submitted all required documentation.

Required Criteria

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

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

Staff Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of Case SU.23.4062 as submitted.**

On October 18, 2023, Planning Commission met and recommended approval of the Case SU.23.4062 as submitted (vote 6-0).

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
October 18, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Lori Brunner-Planning and Community Development Administrative Assistant, Timothy Hochuli-Plans Examiner, Jeff Burton-CRA Director, Chris Munyon-CRA Manager.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the September 20, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

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

AGENDA ITEMS:

1. **Variance Application: Case Number VA.23.3968:** Request to install a 6 ft. high fence (driveway entry gate) in the front yard, whereas the maximum fence height permitted in front yards is 4 ft.; for property located at 3304 Riverview Blvd. (Parcel ID Number 3491300059) in the R-1 (Low Density Single Family) zoning district. Application filed by John Affolter, agent for Jerry and Lisle Ogle.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends denial as the findings are not met. Staff suggests that if the Commission approves this case, that there should be some stipulations about height and type of gate.

The Commissioners discussed the surrounding property fences and codes, as well as the gate height verses the fence height and that the City code does not have a section for gates. Commissioner Landefeld asked about County rules and Mr. DeLong stated that the County allows for an 8-foot gate.

DRAFT

Applicant: John Affolter, Contractor, (address unclear). Mr. Affolter spoke about a multi-purpose for the gate; this included a recessed entrance, privacy, and safety. He also spoke about conformity and compliance with the area.

Commissioner Autrey asked about natural barriers; Mr. Affolter discussed landscaping and 4-foot hedges; they are working on the plant design. The Commissioners then discussed the elevation and the height of the columns for the gate. Mr. Affolter presented a picture of an example for the gate. Security, material, and lighting were discussed.

Public Comment: Chair Bakker opened the Public Hearing.
Jillian Thomas, 3402 Riverview Blvd., Bradenton, asked about pillar support heights and spotlights. She asked if they will be adding more spotlights and feels that they are not conforming with the rest of the boulevard.

Mr. Affolter replied that there is a security camera on the property that is very bright and on a motion sensor; he has spoken to the owner and it will be addressed. He agrees with Ms. Thomas's concerns about lighting. They will be using low voltage lighting. He also stated that the columns will be 6 feet high for the gate.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approve with the staff recommended stipulations: maximum length of 24 feet, maximum post height of 78 inches, and maximum gate height of 72 inches. Commissioner Green seconded the motion. Motion passed 5 to 1.

2. **Special Use Permit: Resolution 23-83, Case Number SU.23.4062:** Request for a Special Use Permit for a new restaurant with over 20 seats; for property located at 7493 Manatee Avenue West (Parcel ID Number 3899400323) in the SCC (Suburban Commercial Corridor) zoning district. Application filed by Joshua Bryant, P.E., agent for Lemonade MM Bradenton Manatee LLC.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval.

Chair Bakker clarified that there is no ingress or egress off of Manatee Ave. or 75th St.
Mr. DeLong stated that they will not be adding anything new.

Applicant: Matt D'Angelo, CPH, 5601 Mariner St., Suite 105, Tampa, FL. He stated that the proposed Starbucks will be replacing the old bank; it will look a lot better and will have more than 20 seats with a drive-through, which is code compliant.

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

Public Hearing was closed.

DRAFT

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

3. **Central CRA Plan:** Review of the Central Park CRA Plan for consistency with the City of Bradenton Comprehensive Plan. Request filed by the City of Bradenton Community Redevelopment Agency.

4. **Downtown CRA Plan:** Review of the Downtown CRA Plan for consistency with the City of Bradenton Comprehensive Plan. Request filed by the City of Bradenton Community Redevelopment Agency.

5. **Tamiami Trail CRA Plan:** Review of the Tamiami Trail CRA Plan for consistency with the City of Bradenton Comprehensive Plan. Request filed by the City of Bradenton Community Redevelopment Agency.

Staff Presentation: CRA Director Jeff Burton presented each of the 3 CRA Plans and stated that they will be brought into compliance as part of the process of the Comprehensive Plan.

Motion: Commissioner Green motioned to approve all 3 of the amended CRA Plans consistent with the City of Bradenton Comprehensive Plan. Commissioner Autrey seconded. Motion passed unanimously.

Director's Report: Robin Singer discussed the Visioning process. She expects results by the end of the year after meeting with various boards and committees within the City. Then in January, there should be meetings with each Ward, the business community, and with non-profits.
We are also undergoing an organizational assessment which may affect permit fees next year.

Rob Perry thanked the Board and the Planning staff for all of their additional work recently.

Adjournment: The meeting adjourned at 3:07 p.m.

Ben Bakker, Chair

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

DRAFT

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT:

Ordinance 4017 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Adopt Ordinance 4017 on Second Reading

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This Ordinance is intended to provide time limited incentives to allow greater building height in the downtown in order to promote faster redevelopment. The concept of an incentive program was discussed at the August 9, 2023 City Council Workshop.

Ordinance 4017 will adopt an incentive program into the Form Based Code (FBC)

to accomplish the following:

- The incentives will apply to T5 and T6 properties west of 1st Street East, with exceptions;
- The program will allow the workforce housing bonus or adjustments to height in the T6 district, without the provision of workforce housing or contribution into the fund;
- The height bonuses for T6 properties will be allowed for T5 properties;
- Garage levels above the first floor will not be counted as stories, with restrictions;
- To be eligible for these incentives, petitions will require City Council approval before December 31, 2028 and commence development before December 31, 2033;
- Petitions will be subject to the review criteria for adjustments in the FBC;
- City Council has the authority to modify, extend or terminate the program, subject to the preservation of vested rights;

The Planning Commission reviewed this Ordinance at their September 20, 2023 meeting and voted 6-0 to recommend approval. The staff report provides a review of the Ordinance and a summary of comments from the Planning Commission.

City Council passed the Ordinance on First Reading at the October 11, 2023 meeting. The description of the affected area has been slightly modified since First Reading.

FINANCIAL IMPACT:
No impact to City's budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney

SUGGESTED MOTION:
Motion to approve Ordinance 4017.

ATTACHMENTS:
Ordinance 4017
Staff Report
9-20-2023 Planning Commission Draft Minutes
Business Impact Estimate for Ordinance 4017

ORDINANCE NO. 4017

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN DEFINED AREAS WITHIN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to amend the Bradenton Form Based Code to provide a temporary redevelopment incentive allowing greater height in certain portions of the T5 and T6 districts; and

WHEREAS, the City finds it is in the City's best interest to make these revisions to its Form Based Code.

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. Code Language. Article 1, Section 1.12 of the Bradenton Form Based Code is hereby created to read as follows.

1.12 TEMPORARY BUILDING HEIGHT INCENTIVES

1.12.1 The purpose of this program is to provide a time-limited incentive to encourage redevelopment in the downtown, subject to City Council approval, with said incentive being limited to properties zoned T5 or T6 and located within the following geographic area:

a. Properties west of 1st Street East and east of 15th Street West; and

b. Properties north of 7th Avenue West and south of Manatee Avenue West, between Wares Creek and 15th Street West.

1.12.2 City Council may grant approval of the following under this program for properties in the above described area subject to the approval criteria under Section 1.10.6 of the form based code:

a. T5 and T6 properties in the described area may be granted the workforce housing height bonus in Table 4.4 without providing workforce housing or payment into the Workforce Housing Trust Fund.

b. T6 zoned properties in the described area may be granted additional height beyond the 20 story maximum without providing workforce housing or payment into the Workforce Housing Trust Fund as required under 1.10.2.b.ii.

c. T5 properties in the described area may be granted the same building height bonuses as allowed in the T6 zone under Table 4.4, subject to the same restrictions regarding public art and LEED or green building certification and the same building configuration requirements as shown in Table 4.5. As provided in Section 1.12.2.a, T5 properties may be granted the workforce housing height bonus without providing workforce housing or payment into the Workforce Housing Trust Fund.

d. In both the T5 and T6 zones in the described area, garage levels above the ground floor will not be counted as stories provided that not more than 25% of the floor area of those levels are dedicated to nonvehicular uses and that at least 60% of the ground floor area is dedicated to useable retail or office space.

1.12.3 This program will require both of the following:

a. City Council approval of the building height incentive petition on or before December 31, 2028. The final order shall detail the parameters of the project including the building heights proposed and include limitations and conditions required by City Council at the time of approval.
b. Commencement of development must occur prior to December 31, 2033. Commencement of development shall be defined as the pouring of concrete foundation of at least 60% of the ground floor area of the project.

1.12.4 Application and limitations:

a. Application for approval under this program shall be made to the PCD department on forms provided by the department subject to a fee stipulated by City Council.
b. Petitions for projects in the Urban Core future land use designation of the Comprehensive Plan that require approval of greater allowable density, above the base density of 60 dwelling units per acre, up to 200 units per acre, may run concurrent with the petition for building height incentives. Both petitions may be resolved under a single final order, development agreement or similar instrument.
c. City Council may modify, extend or terminate this program, subject to the preservation of vested rights for prior approvals.
d. Should a project not commence development prior to the deadline, the project deadline may be extended by City Council for up to six months for good cause.
e. The project approval shall run with the land and not be transferable or extended to other properties unless approved by City Council prior to December 31, 2033.
f. Modifications to an approved project will require City Council approval except as otherwise provided herein. Minimal architectural and aesthetic changes, such as window location and proportion, balcony placement and paint color, may be authorized administratively unless otherwise stipulated in the final order.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

PUBLICATION DATE	September 29, 2023
FIRST READING	October 11, 2023
PUBLICATION DATE	October 20, 2023
SECOND READING	November 1, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 1st day of November, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

City of Bradenton

Planning and Community Development Department

City Council

November 1, 2023

Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Bradenton adopted its Form Based Code (FBC) in 2011. The FBC includes building height limits for each district, with incentives for additional height with the provision of public art, LEED certification and workforce housing. The two most intensive districts include the T5 Urban Center Zone and T6 Urban Core Zone. These districts are located primarily in the urban core of the FBC, north of 9th Avenue West and 9th Avenue East and west of 9th Street East. This area also has the highest densities provided in the Comprehensive Plan in the Urban Core and Urban Central Business District future land use designations.

A comparison of the development standards in the T5 and T6 zones is provided below as well as the building height table from the FBC.

Standard	T5	T6
Lot Coverage	80%	90%
Setbacks	3’ Rear	0’ Rear
Required Buildout	80%	80%
Uses	Less intense	More intense and urban
Signage	Similar but Electronic Allowed	No Electronic
Building Height	**12 Stories Maximum**	**20 Stories Maximum**

TABLE 4.4: Bonuses for Height.

TRANSECT	MAXIMUM PRE-BONUS HEIGHT (STORIES)	APPLICABLE LEED PROGRAMS*	LEED CERTIFIED**	25% of building square footage dedicated as WORKFORCE HOUSING UNITS***	PUBLIC ART (.75% of Construc-tion Value)	MAX HEIGHT BASED ON BONUSES
T3	1 TO 2.5 stories	LEED Homes LEED New Construction	1 story	NA	NA	3.5 stories
T4-R T4-S	1 TO 2.5 stories	LEED Homes LEED New Construction	1 story	NA	NA	3.5 stories
T4-O	1 TO 3 stories	LEED Homes LEED New Construction	1 story	1 story	1 story	6 stories
T5	2 TO 5 stories	LEED Core & Shell * LEED New Construction	4 stories	2 stories	1 story	12 stories
T6	2 TO 8 stories	LEED Core & Shell * LEED New Construction	8 stories	3 stories	1 story	20 stories

Redevelopment has been relatively slow in the downtown area. There are approximately seven affordable and workforce housing projects recently completed, under construction or completing the review process in the area south of downtown. The State recently passed legislation that would allow the highest density allowed in the City for projects that include 40% affordable housing located in commercial, industrial and mixed use zoning with the highest building heights allowed within one mile. The prospects for affordable housing appear to be promising.

In order for a development in the downtown to obtain the maximum height allowable in the FBC, it would need to include workforce housing equal to 25% of the floor area or pay into a fund. As the City is looking to promote redevelopment in the downtown and there appear to be several effective means to promote affordable and workforce housing, it is worth considering whether a time limited incentive for market rate housing is appropriate at this time.

Staff has been approached about the possibility of several incentive programs including: discounting parking levels from the story limit; relief from the requirement to provide workforce housing to obtain the height bonuses or to request and adjustment to height; and allowing T6 heights in the T5 zone.

At the July 26, 2023 City Council meeting, staff presented a proposal for building height incentives to include additional height in the T5 and T6 districts west of 1st Street East, excluding the area of single family homes south of 7th Avenue West and west of 15th Street West.

The incentives would include the following:

a. T5 and T6 properties may be granted the workforce housing height bonus without providing workforce housing or payment into the Workforce Housing Trust Fund.

b. T6 zoned properties may be granted additional height beyond the 20 story maximum without providing workforce housing or payment into the Workforce Housing Trust Fund as required under 1.10.2.b.ii.

c. T5 properties may be granted the same building height bonuses as allowed in the T6 zone subject to the same restrictions regarding public art and LEED or green building certification

d. In both the T5 and T6 zones garage levels above the ground floor will not be counted as stories provided that not more than 25% of the floor area of those levels are dedicated to nonvehicular uses and that at least 60% of the ground floor area is dedicated to useable retail or office space.

All projects would require the approval of City Council and that approval would have to be obtain in the next five years with commencement of construction within 10 years.

Recommendation:

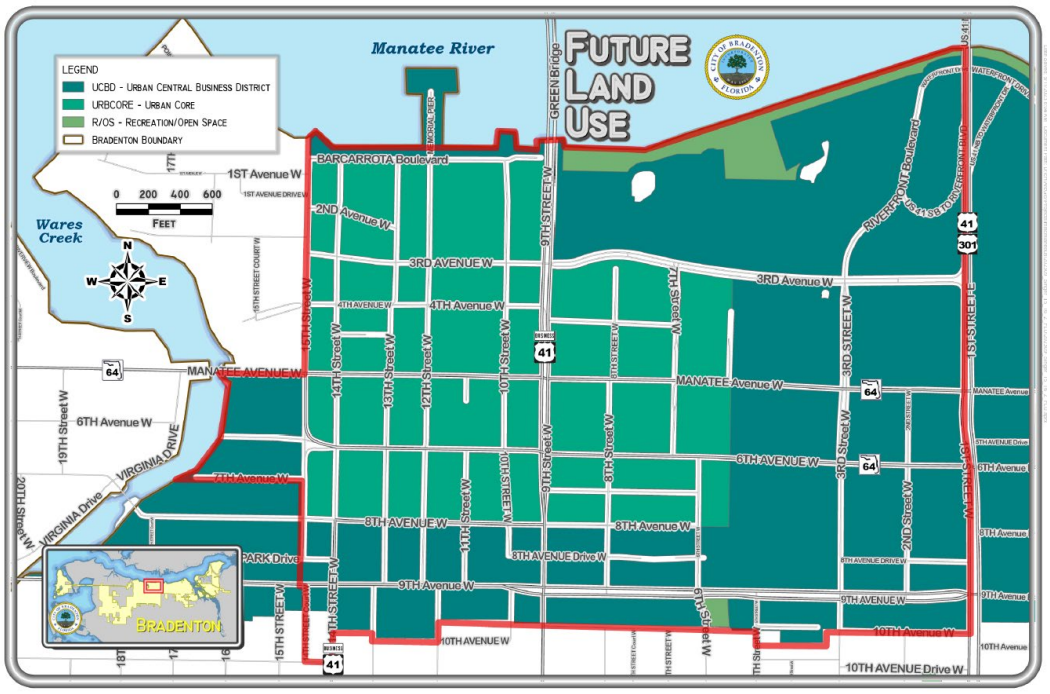
The Planning Commission voted 6-0 to recommend approval of Ordinance 4017 with the following comments for consideration:

- Chairman Bakker recommended considering the area east of 1st Street East, along and south of Manatee River and Manatee Avenue for inclusion in the program to encourage investment in the area.
- Commissioner Neal questioned whether it is time to eliminate parking requirements and height limitations.
- Commissioner Landefeld inquired as to projections to address the need for affordable and market rate units. Ms. Singer indicated that growth projections will be done as part of the Comprehensive Plan update.

City Council passed the Ordinance on First Reading at the October 11, 2023 meeting. Since First Reading the description of the affected area has been slightly modified with input from the City Attorney to better describe the area depicted in the map in the staff report.

AREA SUBJECT TO ORDINANCE





ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
September 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Michael Jones, Michael Neal, Kurt Landefeld, Richard Whetstone, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Senior Planner, Lori Brunner-Planning and Community Development Administrative Assistant, Timothy Hochuli-Plans Examiner.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:01 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the July 19, 2023 Meeting Minutes by Commissioner Whetstone and seconded by Commissioner Landefeld.

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

AGENDA ITEMS:
1. Adjustment Request: Case Number AD.23.2988: Resolution granting a Form Based Code adjustment for an additional wall sign to be located on the north façade, and for a sign band to be located on the second level of the parking garage on the south and west facades, of a building located at 1001 3rd Avenue West (Parcel ID 3291400004) in the T6 (Urban Core) zoning district. Application filed by 3rd Avenue Associates.

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

Applicant: Kaley Grimes, 3rd Avenue Associates representative. Asking for variance to allow signage for this newer project.

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

Public Hearing was closed.

Chair Bakker recused himself as he is employed by the NDC Company.

DRAFT

Motion: Commissioner Green motioned to approve. Commissioner Neal seconded the motion. Motion passed 5 to 1, with recusal of Chair Bakker.

2. Variance Application: Case Number VA.23.2946: Request to increase the square footage of an existing accessory structure, located in the front yard of the property at 2712 2nd Avenue West (Parcel ID 3456400109) in the R-1 (Low Density Single Family) zoning district. Application filed by property owner Jeremy Hammond.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends denial of the variance based on the criteria.

Applicant: Jeremy Hammond, 2712 2nd Avenue West, asking to enclose porch area. The building looks well for the area, which was built in 1917. This will be to increase square footage of the building.

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

Public Hearing was closed.

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

3. Variance Application: Case Number VA.23.3571: Request to reduce the minimum driveway distance for two separate driveways from the intersection of 31st Street N.W. and Riverview Boulevard and to increase the driveway width at the property line along 31st Street N.W. for property located at 3102 Riverview Boulevard (Parcel ID 3491000059) in the R-1 (Low Density Single Family) zoning district. Application filed by property owner Sloan Properties Group, LLC, Daniel Sloan, Manager.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends denial of the variance based on the criteria.

Applicant: Daniel Sloan, Sloan and Sloan Architects, 3102 Riverview Boulevard, and Sloan Properties Group. Mr. Sloan gave a presentation with handouts as well as his background of his education and experience. He stated that their goal is to minimize the destruction of trees and also increase the driveway area. They are also asking that the City change the requirements to 30 feet so that applicants in the future would not have to go through this process.

Chair Bakker asked Mr. DeLong about widening the apron for access. Mr. DeLong, stated that it is a possibility, but it is up to the applicant.

Public Comment: Chair Bakker opened the Public Hearing.

DRAFT

Carl Callahan, 114 25th Street West, Bradenton, is for approval of this variance with the circular driveway.

Motion: Commissioner Jones motioned to approve with stipulations. Commissioner Neal seconded. Motion passed unanimously.

4. Special Use Permit: Resolution 23-76, Case Number SU.23.3297: Request for a Special Use Permit for a Drive-Thru Restaurant facility to be located at 109, 116 and 118 10th Avenue East (Parcel ID Numbers 4620200008, 4622000000 and 4621900002) in the T4-O (General Urban Open) zoning district. Application filed by Robert Schmitt, agent for 101 Partners, LLC.

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

The Commissioners briefly discussed the parking access.

Applicant: Robert Schmitt, P. O. Box 20115, Bradenton, agent for 101 Partners, LLC. Mr. Schmitt went over the plans for the parking areas and also stated that the project is consistent with the area.

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

Public Hearing was closed.

Motion: Commissioner Green motioned to approve with stipulations as submitted. Commissioner Neal seconded. Motion passed unanimously.

5. Special Use Permit: Resolution 23.77, Case Number SU.23.3543: Request filed for a Special Use Permit for the expansion of a light manufacturing use located at 1410 8th Avenue East and 1415 9th Avenue East (Parcel ID Numbers 3247400059, 3247200003, and 3247000007) in the T4-O (General Urban Open) zoning district. Application filed by Brian J. Aungst, Jr., Esq, agent for General Properties.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with stipulations.

Applicant: Clay Gillman, on behalf of General Properties, 65 Court Street, Florida. This request is to remove the existing building and rebuild a new facility. They are working through the stipulations, and feel that this project is a big improvement for the site.

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

Motion: Commissioner Landefeld motioned to approve. Commissioner Green seconded with current stipulations. Motion passed unanimously.

DRAFT

6. Special Use Permit: Resolution 23.78, Case Number SU.23.3623: Request filed for a Special Use Permit to construct a new 250-foot communications tower and shelter for property located at 1801 5th Street West (Parcel ID 4493800159) in the R-2 (Medium Density, 1 & 2 Family) zoning district. Application filed by John Hamel, agent and Manatee County Radio Division Manager for Manatee County Government.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with specifications.

Applicant: Marshall Robinson, Staff Planner, Manatee County. Was there to help with any zoning questions on relocating the tower.
John Hamel, 1801 5th Street West, Manatee County Radio Division Manager. Answered Commissioner Green's question about which wireless carrier the existing tower has and will the new tower also have the same. Mr. Hamel stated that this is part of a 10-tower system located throughout the County that will provide public safety communications for the City of Bradenton, Police, Fire, Manatee County Government, Palmetto, West Bradenton, EMS, MSO, etc. The tower needs to be moved due to the construction project at the County parking garage. The location of the new tower is based on specific criteria.

Commissioner Landefeld asked if the new tower will be a Cat 5. Mr. Hamel stated that, yes, it will be, as are all of the 10 towers. They are part of the Public Safety infrastructure.

Public Comment: Chair Bakker opened the Public Hearing.

Bruce Cotellis, 1908 39th Street. Mr. Cotellis also owns other properties within the County. He opposes the building of the tower.

Applicant: Mr. Hamel addressed the concerns of Mr. Cotellis including the special requirements by design that will be met, such as lights on the tower and self-collapsing features during an emergency.

Commissioner Neal asked again about self-collapsing. Mr. Hamel discussed it further.

Police Chief Bevan added that the tower needs to be somewhere for Public Safety for communication. She said the tower would not affect law enforcement and she has no concerns with policing.

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

7. Amendment to the Form Based Code: Ordinance 4017, Case LU.23.3494: Request by the City of Bradenton creating Article 1, Section 1.12, Building Height Incentives, of the Bradenton Form Based Code, to provide a time limited height incentive in the T5 and T6 zoning districts.

DRAFT

Robin Singer presented the Form Based Code amendment and discussed the purpose of the amendment.

The Commission discussed the specifics of the amendment.

Public Comment: Chair Bakker opened the Public Hearing.

Carl Callahan, 114 25th Street West, Bradenton. He has spoken to staff quite a bit over the years about this subject. He is glad this is being looked at.

Motion: Commissioner Landefeld motioned to approve as submitted, with suggestions for staff. Commissioner Green seconded. Motion passed unanimously.

8. Amendment to the Land Use Regulations and Form Based Code: Ordinance 4018, Case LU.23.3495: Request by the City of Bradenton amending Chapter 2.0, Section 2.2.4.1, types of Special Uses, of the Land Use Regulations to clarify the approval requirements for the expansion of Special uses; amending Article 4, Table 4.7, specific function and use, of the Form Based Code, to add use categories including Secondhand Store and Pawnshop, and changing the status of Medical Clinics in certain districts; and amending Article 12, of the Form Based Code, definition of terms, to define Pawn, Pawnbroker, Secondhand Store and Pawnshop.

Ms. Singer discussed the amendment to the Form Based Code and the area uses, as well as the changes. She spoke about the process of the special use projects.

The Commission discussed which uses are being specifically reviewed.

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

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

Director's Report:
Mr. DeLong stated that they are getting ready to launch the Citywide Visioning Project. He said that the Planning Commission meeting date for November needs to be moved back to the original date of November 15th; it had been moved to November 8th. There will also be a meeting in October, with a couple of items to discuss.

Adjournment: The meeting adjourned at 3:59 p.m.

DRAFT

Ben Bakker, Chair

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

DRAFT

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title: Ordinance 4017 - AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance pertains to building height incentives and relates to zoning and development. Because of this, a business impact estimate is not required.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
N/A

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT:

ORDINANCE 4018 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 2.0, SECTION 2.2.4.1, TYPES OF SPECIAL USES, OF THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, TO CLARIFY THE APPROVAL REQUIREMENTS FOR THE EXPANSION OF SPECIAL USES; AMENDING ARTICLE 4, TABLE 4.7, SPECIFIC FUNCTION AND USE, OF THE BRADENTON FORM BASED CODE, TO ADD USE CATEGORIES INCLUDING SECONDHAND STORE AND PAWNSHOP, AND CHANGING THE STATUS OF MEDICAL CLINICS IN CERTAIN DISTRICTS; AND AMENDING ARTICLE 12, OF THE FORM BASED CODE, DEFINITION OF TERMS, TO DEFINE PAWN, PAWNBROKER, SECONDHAND STORE AND PAWNSHOP; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RETROACTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Adopt the Ordinance on Second Reading

Is this item Quasijudicial?
No

Does this item require a public hearing?

Yes

EXPLANATION:
City Council authorized staff to propose amendments to the Form Based Code to better address certain uses that were not previously addressed. City Council adopted and extended a zoning in progress to allow time to process these amendments. The resulting Ordinance will:

- Amend the requirements for special uses in the Land Use Regulations to require a new special use approval for the expansion of uses that are not explicitly listed in the use charts of the Land Use Regulations or Form Based Code;
- Define secondhand stores and pawnshops in the Form Based Code and add these uses to the use chart of the Form Based Code to clarify where they are permitted, prohibited or allowed by special use permit;
- Change medical clinics in the Form Based Code from a permitted use to a special use in certain districts.

The Planning Commission voted 6-0 to recommend approval of the Ordinance at the September 20, 2023 meeting. City Council passed the Ordinance on First Reading at the October 11, 2023 meeting.

FINANCIAL IMPACT:
No fiscal impact is anticipated.

ATTORNEY REVIEW/RECOMMENDATION:
The City Attorney has reviewed the Ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4018.

ATTACHMENTS:
Ordinance 4018
Staff Report
Application
Business Impact Estimate for Ordinance 4018

ORDINANCE NO. 4018

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 2.0, SECTION 2.2.4.1, TYPES OF SPECIAL USES, OF THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, TO CLARIFY THE APPROVAL REQUIREMENTS FOR THE EXPANSION OF SPECIAL USES; AMENDING ARTICLE 4, TABLE 4.7, SPECIFIC FUNCTION AND USE, OF THE BRADENTON FORM BASED CODE, TO ADD USE CATEGORIES INCLUDING SECONDHAND STORE AND PAWNSHOP, AND CHANGING THE STATUS OF MEDICAL CLINICS IN CERTAIN DISTRICTS; AND AMENDING ARTICLE 12, OF THE FORM BASED CODE, DEFINITION OF TERMS, TO DEFINE PAWN, PAWNBROKER, SECONDHAND STORE AND PAWNSHOP; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RETROACTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 14, 2022, the City Council adopted Resolution 22-60 establishing a 180-day "zoning in progress" related to a number of use categories, including sale of secondhand merchandise, pawn shops, drug treatment facilities, homeless service facilities, residential facilities for homeless individuals, internet cafes, indoor amusement and massage parlors, and expressed the intent to apply any regulations arising during such "zoning in progress" to development applications received after August 10, 2022; and

WHEREAS, on March 8 ,2023 the City Council adopted Resolution 23-23 extending the "zoning in progress" for an additional 180 days; and

WHEREAS, the City wishes to amend the Bradenton Land Use Regulations and Form Based Code to clarify the approval requirements for the expansion of special uses and to define and address uses in the area of the Form Based Code, including: secondhand store and pawnshop and to revise the status of medical clinics; and

WHEREAS, the City finds it is in the City's best interest to make these revisions to its Land Use Regulation and Form Based Code to address these uses.

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. Chapter 2.0, Section 2.2.4.1 of the Land Use Regulations of the City of Bradenton is hereby amended to read as follows (additions are underlined and deletions are in ~~strikethrough~~).

2.2.4.1 *Types of special uses.*

a. *New permit.* A special use permit is required for certain land uses as pursuant to residential schedule 3.2.1.1, or nonresidential schedule 3.2.1.2.

b. *Expansion.* A special use expansion permit is required pursuant to the following thresholds:

i. The expansion is equal to 20 percent or more of the approved use, structure or land area; or

ii. The expansion exceeds the limits or conditions as set forth in the original special use permit approval; or

iii. The expansion is the addition of an accessory use~~.~~; or

iv. The expansion or intensification is of a use that is not listed as a special use in 3.2.1.1, 3.2.1.2 of the Land Use Regulations or Table 4.7 of the Form Based Code, regardless of whether the use was previously approved through the special use permit process or similar approval process.

Section 3. Article 4, Table 4.7 of the Bradenton Form Based Code is hereby amended to read as follows (additions are underlined and deletions are in ~~strikethrough~~).

TABLE 4.7 Specific Function & Use. This table delegates specific functions and uses within Transect Zones. See Article 12 for definitions and limitations of uses.

a. RESIDENTIAL	T3 T4-S	T4-R	T4-O	T5	T6	SD
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed and Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						
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
Café/Sidewalk Café<20 seats (1)			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
Secondhand Store			P	P	P	SU
Pawnshop						SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly (3)	SU	P	P	P	P	P

f. OTHER: URBAN FARMING	T3 T4-S	T4-R	T4-O	T5	T6	SD
Grain/Food Storage						P
Greenhouse <200 SF	P	P	P			P
Veterinary Clinic		P	P			P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive-Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU			P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

1. City Council approval may be required Refer to Section 2.2.20 and 4.3.1 for alcoholic beverage sales and approval requirements. Establishments with alcoholic beverage sales are exempt from distance separation requirements from Religious Assembly uses.

2. Adult and child day care center with six or fewer clients and "Family Day Care Home" as defined and licensed by HRS are exempt from zoning requirements.
3. Day care centers, schools, churches and other religious establishments cannot be located within 500 feet of any Adult Entertainment Establishment.
4. Mini storage facilities are permitted when located above ground floor retail, restaurant, or office uses. At least 50% of the ground floor office use must be for a use other than the office for the mini storage facility. Mini storage is not permitted as a stand along use. It must be vertically mixed.

Section 4. Article 12, Definition of Terms, of the Bradenton Form Based Code is hereby amended to read as follows (additions are underlined and deletions are in strikethrough).

12.1 INTENT

This Article provides definitions for terms in this Code that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Article, then the CRC shall determine the correct definition. Items in italics refer to Articles, Sections, or Tables in the Code.

* * *

Path (PT): a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pawn: any advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions contained in this section.

Pawnbroker: any person who is engaged in the business of making pawns; who makes a public display containing the term "pawn," "pawnbroker," or "pawnshop" or any derivative thereof; or who publicly displays a sign or symbol historically identified with pawns. A pawnbroker may also engage in the business of purchasing goods which includes consignment and trade.

Pedestrian Shed: an area that is centered on a Common Destination. Its size is related to average walking distances for the applicable Community Unit type. Pedestrian Sheds are applied to structure Communities. See Standard, Long, Linear or Network Pedestrian Shed. (Syn: walkshed, walkable catchment.)

* * *

Special Function & Use

* * *

d. **Retail:** these uses involve the sale of goods to consumers or the sale of merchandise to end users.

* * *

viii. **Lounge**: an establishment engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises. Uses such as billiard parlors, dance halls, and live music venues may be included in this category if alcohol sales exceed 49% of the gross

revenue. Although a lounge may have a package store component an independent Liquor Sales Establishment is defined as an establishment engaged in retail sale of alcoholic beverages for consumption off the premise.

ix. **Secondhand store***:* A retail establishment selling used goods. This category does not include auction houses or pawnshops.

x. **Pawnshop**: the location at which a pawnbroker conducts business.

Section 5. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Sections 2, 3 and 4 herein upon taking effect.

Section 6. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 7. 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 provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. Effective Date/Retroactive Application. This Ordinance shall take effect as provided by law, and the provisions contained herein shall be applicable to development applications received on or after August 10, 2022.

PUBLICATION DATE	
FIRST READING	OCTOBER 11, 2023
PUBLICATION DATE	
SECOND READING	NOVEMBER 1, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 1st day of November, 2023.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

City of Bradenton

Planning and Community Development Department

City Council

November 1, 2023

Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 2.0, SECTION 2.2.4.1, TYPES OF SPECIAL USES, OF THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, TO CLARIFY THE APPROVAL REQUIREMENTS FOR THE EXPANSION OF SPECIAL USES; AMENDING ARTICLE 4, TABLE 4.7, SPECIFIC FUNCTION AND USE, OF THE BRADENTON FORM BASED CODE, TO ADD USE CATEGORIES INCLUDING SECONDHAND STORE AND PAWNSHOP, AND CHANGING THE STATUS OF MEDICAL CLINICS IN CERTAIN DISTRICTS; AND AMENDING ARTICLE 12, OF THE FORM BASED CODE, DEFINITION OF TERMS, TO DEFINE PAWN, PAWNBROKER, SECONDHAND STORE AND PAWNSHOP; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RETROACTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

At the August 10, 2022 City Council meeting, City Council authorized staff and the City Attorney to bring forward a Zoning in Progress process a notice of intent to suspend approval of certain uses in the Form Based Code in order to allow time for staff to process an Ordinance to amend the Code to define certain uses in the Form Based Code and determine if those uses should be permitted, permitted as special uses or prohibited in the various districts within the Form Based Code. Resolution 22-60 declaring a zoning in progress for six months was passed on September 14, 2022.

Staff made preliminary recommendations regarding the sale of secondhand merchandise, pawn shops, drug treatment facilities, drug treatment clinics, homeless services facilities and residential facilities for homeless individuals. City Council also requested that internet cafes and massage parlors be addressed.

The Planning Commission reviewed a proposed Ordinance on December 21, 2022 and recommended approval by a vote of 6-0, with some changes. City Council reviewed the Ordinance on First Reading at the January 18, 2023 regular meeting. Concerns expressed at the hearing caused staff to delay bringing forward the item for Second Reading to allow further discussion and research. The zoning in progress was extended for six months on March 8, 2023.

Staff has expanded the Ordinance to include changes to the Land Use Regulations regarding the processing of special use applications and to eliminate some of the changes previously proposed.

Special Use Expansion

Table 4.7 of the Form Based Code (FBC) lists uses that are permitted, allowed by special use or prohibited in certain districts. Section 4.7.3.e states: “Unlisted Uses. When a use cannot be clearly placed into a category, and it is not prohibited by the FBC, LUR, or Comprehensive Plan’ the PCD Director may allow an applicant to seek approval through a Special Use application.”

Section 2.2.4 of the Land Use Regulations provides the process when a special use, or expansion of a special use, is required. However, if a use is not listed but exists, it is not currently clear how to proceed with an expansion of a use that is not listed.

> The Ordinance provides that the expansion of a use that is not listed would require the approval of a special use permit, regardless of whether or not it had previously had a public hearing. This insures that uses that are not clearly listed as permitted or special use would have a public hearing to determine the expansion.

Sale of Secondhand Merchandise and Pawnshops

The scope of changes regarding these uses has not changed since the previously proposed language. The Form Based Code (FBC), which governs uses and development in the downtown area, does not define secondhand merchandise or pawnshops or list these uses in Table 4.7: Specific Function & Use, which lists uses as permitted, special use or prohibited. The FBC does define and list Retail uses but makes no mention of secondhand merchandise other than as part of a special event. The City's Land Use Regulations (LURs) define a Secondhand store as "A retail establishment selling used goods. This category does not include auction houses, but includes pawn shops and all establishments dealing in secondhand merchandise with the exception of clothing and books." There are retail sales of secondhand merchandise that are considered beneficial to the community and economy such as thrift shops and antique stores. Where generally thrift shops sell donated items and antique shops sell items curated by a dealer, pawnshops purchase and resell items from the public.

> The proposed Ordinance defines Secondhand Store, similar to the definition found in the Land Use Regulations, but modifies that definition to exclude and prohibit pawnshops. Pawn and Pawn Shops are defined as found in Florida Statutes. Pawnshops are also added to the use table but not list as permitted or special uses except in special districts. Pawnshops would continue to be allowed in other areas of the City.

Medical Clinics

Medical Clinics are currently listed as a permitted use in most commercial areas of the FBC. It is defined as "a facility engaged in the examination, diagnosis and treatment of medical chiropractic, ophthalmologic, dental, and pediatric or other health care patients: includes administrative and clerical operations of the practice; does not include overnight facilities for patients." The previous Ordinance proposed to create a separate category for drug treatment clinics. However, after further review and discussion with the City Attorney, it was determined that all medical clinics should be treated the same. However, City Council had indicated that greater scrutiny of all clinics would be beneficial to the community.

The proposed Ordinance changes medical clinics in the area of the FBC from permitted uses to special uses. This means that all new medical clinics will require special use approval

Homeless Services Facilities

The previous Ordinance would have defined homeless facilities and required special use approval.

The proposed Ordinance will not define or add this use to the use table. This will remain a use that is not listed.

Massage Parlors

Massage parlors are not included in either the Form Based Code or Land Use Regulations. The State provides clarification and licensing requirements for this use to insure that illegal activity is prohibited. Prohibiting massage or personal services in the Form Based Code in an effort to avoid illegal activity would also prohibit legal spa services.

Language has not been added to address this use in the proposed Ordinance.

Internet Cafes

Certain indoor amusements uses may have an element that could be considered gambling. As gambling is already prohibited in the City, adding it to the list of uses would not increase enforceability. Prohibiting all indoor amusement would potentially limit other uses that are legal and do not have any negative impacts.

Language has not been added to address this use in the proposed Ordinance.

Recommendation:

Recommend approval of Ordinance 4018 to require a special use permit for the expansion of uses that are not listed, define and list secondhand stores and pawnshops in the Form Based Code, and change medical clinics from a permitted use to a special use in the Form Based Code.

The Planning Commission reviewed Ordinance 4018 at their September 20, 2023 meeting and voted 6-0 to recommend approval. City Council held a public hearing and passed Ordinance 4018 at First Reading on October 11, 2023.

Zoning Text Amendment Application

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

CONTACT INFORMATION — REQUIRED

Name of Applicant: City of Bradenton

Applicant Address: 101 Old Main Street, Bradenton, FL 34205

Applicant Telephone: (941) 932-9408 (941) 932-9403

Applicant Email: robin.singer@bradentonfl.gov greg.delong@bradentonfl.gov

Indicate Zoning Ordinance Being Amended: **Land Use Regulations** Form-Based Code — REQUIRED

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ► Text Amendment Application
- ► Application Fee : $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ► Letter of Request
- ► Proposed Text Changes in Strikethrough and Underline Format (provide One (1) electronic copy of text changes in Word .doc format
- ► Include one (1) electronic copy (pdf) of Application and all support materials.

SIGNATURE — REQUIRED

The applicant agrees to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Gregory J. DeLong for Robin Singer 01/30/2023

Signature of Applicant Date

CITY STAFF ONLY — CITY STAFF ONLY

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

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 230293

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2nd CC READ: _____

1st CC READ: _____

PC REVIEW: _____

DRC: _____

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:
Ordinance 4018 - AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 2.0, SECTION 2.2.4.1, TYPES OF SPECIAL USES, OF THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, TO CLARIFY THE APPROVAL REQUIREMENTS FOR THE EXPANSION OF SPECIAL USES; AMENDING ARTICLE 4, TABLE 4.7, SPECIFIC FUNCTION AND USE, OF THE BRADENTON FORM BASED CODE, TO ADD USE CATEGORIES INCLUDING SECONDHAND STORE AND PAWNSHOP, AND CHANGING THE STATUS OF MEDICAL CLINICS IN CERTAIN DISTRICTS; AND AMENDING ARTICLE 12, OF THE FORM BASED CODE, DEFINITION OF TERMS, TO DEFINE PAWN, PAWNBROKER, SECONDHAND STORE AND PAWNSHOP; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RETROACTIVE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance pertains to the City's Land Use Regulations and clarifies the approval requirements for the expansion of special uses. Because of this, a business impact estimate is not required.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
N/A

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Ordinance

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

SUBJECT:

ORDINANCE 4023 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), AND 70-92(H); REQUIRING BUILDING SEWERS OR LATERALS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING BUILDING SEWER INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE BUILDING SEWERS; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing is scheduled for December 13, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Last year the City entered into a Consent Decree in order to resolve the Clean Water Act lawsuit with Suncoast Waterkeepers et al. One of the requirements under the Consent Decree is for the City to adopt an ordinance requiring private property owners to maintain their private lateral sewer connections and to repair them if they are determined to be defective, in order to prevent inflow and infiltration into the City's sewer system. The Ordinance would require a property owner to have their private lateral connection inspected under certain triggering scenarios. If the inspection determines that the private lateral is defective, then the Ordinance would require the property owner to repair or replace the lateral line within 1 year, unless extended for good cause.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney and special environmental counsel, Travis Hearne, Esq.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing is scheduled for December 13, 2023.

ATTACHMENTS:
Ordinance 4023

ORDINANCE NO. 4023

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), AND 70-92(H); REQUIRING BUILDING SEWERS OR LATERALS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING BUILDING SEWER INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE BUILDING SEWERS; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the environment and the residents of the City of Bradenton that private building sewers or laterals are maintained in a state of good working order; and

WHEREAS, private sewer laterals belong to the property owner and are not City owned infrastructure but are connected to, and have a significant influence on, City owned infrastructure; and

WHEREAS, a defective private sewer lateral can contribute to sanitary sewer overflows, as well as allow surface inflow and groundwater infiltration, which increases the burden on the City's sewer collection system; and

WHEREAS, the City wishes to proactively reduce the amount of inflow and infiltration originating from defective private sewer laterals; and

WHEREAS, the City finds it is in the best interest of City residents to amend the Code of Ordinances to require property owners with building sewers of laterals connected to the City's sewer collection system to maintain such connections in good working order, to require inspections of such connections upon certain occurrences, to provide requirements for such inspections, to require the replacement or rehabilitation of defective building sewers, and to provide for any violations to be subject to the City's code enforcement provisions.

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.

New Sections (d), (e), (f), (g), and (h) shall be added to Section 70-92, as follows:

Section 70-92. – Building Sewers and Connections

(d) *Building Sewer.* Building sewers or laterals connecting a dwelling, dwelling unit, building or structure to a City sewer collection system shall be maintained by the property owner in good working order. Property owners are responsible for the maintenance of the building sewer and the repair, rehabilitation or replacement of the building sewer located within their property boundary, up to the City right-of-way or easement. A building sewer is not in good working order and shall be deemed defective for purposes of this section if any of the following conditions exist upon inspection by a licensed plumbing contractor:

a. Evidence of pipe or joint cracks or deterioration;
b. Root intrusion into a pipe that separates a pipe joint or enlarges an existing crack;
c. A misaligned pipe segment, sag, or lack of positive flow gradient;
d. A downspout drain, defective cleanout or other connection that allows storm water or other extraneous water to enter the sanitary sewer collection system; or
e. A flaw or active leak that allows the discharge of sewage on the property or the introduction of extraneous water into the sanitary sewer collection system.

(e) *Building sewer inspections.*

1. Within thirty (30) days following the occurrence of any of the following, the property owner shall have the building sewer inspected as provided in this section:

    a. A building permit application is filed for an improvement on the property that meets any of the following conditions:
        (1) The work would alter or expand any component of the building collection system that flows into the building sewer, including any drain or fixture, such that the flow into the City sewer system would be increased;
        (2) The work would involve any repair, alteration, improvement or replacement of any portion of the building sewer;
        (3) The work would include the addition, replacement, or relocation of any plumbing fixture that would result in an increase in wastewater flow into the City sewer system;
        (4) The work constitutes a substantial improvement;

(5) The work would result in the addition of 70 square feet or more to an existing building;
(6) A building is to be demolished and the building sewer is to remain in place; or
(7) The work includes any new connection to an existing building sewer.

b. The city observes an open and obvious condition indicating a defective building sewer and notifies property owner of same.

(f) Inspection requirements. Inspections of building sewers must be performed by a licensed plumbing contractor. The inspection and recording must be performed so that it is possible to clearly observe and assess the condition of the full length of the building sewer. A closed-circuit television (CCTV) camera or other video recording technology is required, and proper lighting must be used such that the condition of the full length of the pipe can be inspected and recorded. Any debris, roots, or grease that impede the camera or interfere with the ability to fully view the pipe condition must be removed prior to inspection and all such conditions must be recorded and reported. All building sewer inspections must include a report summarizing the conditions found in the building sewer pipe and the date of delivery of the report to the property owner. The property owner shall submit a copy of the report, and video recording if applicable, to the city within 30 calendar days following the inspection.

(g) Replacement or rehabilitation of defective building sewers. If a building sewer is found to be defective, it shall be rehabilitated or replaced by the property owner within 365 calendar days following the date on which the property owner became aware that the building sewer was defective, unless an extension is granted by the Director of Public Works upon a determination of good cause. Notwithstanding the foregoing, should the city determine that the defective building sewer is in such a condition that it constitutes an immediate threat to the public health, safety and welfare, the city may require the property owner to repair, rehabilitate or replace the building sewer immediately. Under such conditions the city may also utilize the procedures for unsafe structures under Section 18-36.

(h) Enforcement. A property owner who fails to comply with the requirements of this section shall be subject to code enforcement pursuant to the provisions of Article VI of this code.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2023.

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. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association (Lieutenants)

SUGGESTED ACTION: Approve collective bargaining agreement between the City of Bradenton and the Florida Police Benevolent Association (Lieutenants), effective October 1, 2023 through September 30, 2026.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton and the Florida Police Benevolent Association, (Lieutenants), reached a Tentative Agreement that was ratified by the union on November 30, 2023. Requesting City Council approval of Collective Bargaining Agreement effective October 1, 2023 through September 30, 2026.

FINANCIAL IMPACT:
Per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
City of Bradenton Labor Attorney, Greg Hearing from Bush Graziano Rice & Platter, P.A.

SUGGESTED MOTION:
Motion to approve the collective bargaining agreement with the Florida Police

Benevolent Association (Lieutenants), effective October 1, 2023 through September 30, 2026.

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: River Run Golf Links Evaluation Report

SUGGESTED ACTION: TBD

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City contracted with NGF Consulting to complete an evaluation of River Run Golf Links. The evaluation has been completed and NGF Consulting provided the attached report.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:
River Run Golf Links Evaluation Report

Evaluation of River Run Golf Links
City of Bradenton, FL

Prepared For:

City of Bradenton

101 12th Street W.
Bradenton, FL 34205

Prepared By:

NGF CONSULTING
NATIONAL GOLF FOUNDATION

501 N. Highway A1a
Jupiter, FL 33477
(561) 744-6006

August 2023

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General Limiting Conditions

This report is based on information that was current as of summer, 2023. The assessment is based on conditions at the time of the analysis (e.g., economic and market conditions) and significant changes in those conditions may affect the relevance of the assessment.

Although we believe that the expectations in this report are reasonable, any of the estimates contained herein could prove to be incorrect. To the extent possible, the NGF has attempted to verify and confirm all estimates and assumptions used in this analysis. However, some assumptions may not materialize due to known or unknown risks and/or unanticipated events. Consequently, actual results achieved by any golf facility during the period covered by NGF projections may vary from our estimates and these variations may be material. As such, the National Golf Foundation accepts no liability in relation to the estimates provided herein.

Every reasonable effort was made to ensure the data and information contained in the written report are accurate, timely, and reliable. However, NGF assumes no responsibility for inaccuracies in reporting by the client, client's agents, or any other data source used in preparing the report.

The Client (“City”) agrees that the report is not to be used in conjunction with any public or private offering of debt or equity securities or to otherwise induce investment without the prior written consent of NGF Consulting which may be conditioned upon client agreeing to pay an additional fee in an amount to be reasonably determined by NGF Consulting.

This study is qualified in its entirety by, and should be considered in the context of, these limitations and conditions.

Executive Summary

This section comprises NGF Consulting's summary of key findings related to the analysis of the City of Bradenton's 18-hole municipal golf facility, River Run Golf Links. Findings and conclusions are based on the consulting team's analysis conducted in the late spring and summer of 2023. *Full detail, along with supporting narrative and exhibits, is found in the body of the report and appendices.*

INTRODUCTION AND PURPOSE

The City of Bradenton, Florida ("City") retained NGF Consulting ("NGF") to help assess operations, current conditions, capital needs, and utilization of the City's 18-hole municipal River Run Golf Links (alternatively referred to in report as "River Run" or "RRGL"). The City sought an independent consultant to provide a comprehensive analysis of the City's golf asset, including an evaluation of facility operations, identification of opportunities to enhance golfer experience and revenue performance, and capital needs assessment. Of particular concern is that most of the golf course's infrastructure is well past its expected useful life, as few significant capital improvements have been made since the course opened in the late 1980s.

NGF conducted a comprehensive study that included an operations review, market analysis, and physical review of the golf facility. The operations review component comprised an analysis of elements such as: recent historical performance; operating structure; golf playing fees; budgeting; and use of technology. The results and conclusions of the study will be used by the City to develop strategies going forward.

The NGF Consulting study was managed by Ed Getherall, MBA, Director of Consulting, with assistance from Research and Consulting Administrator Jodi Reilly. Richard Mandell, ASGCA, owner of Richard Mandell Golf Architecture (RMGA), conducted the golf course site analysis, physical evaluation, and capital improvement planning.

Key consultant activities undertaken in completion of this effort included, but was not limited to:

- Collection and analysis of golf facility information and data, including recent historical rounds played, revenues, and expenses, fee structure, staffing levels, etc.
- On-site kick-off meetings with RRGL General Manager, Superintendent, and Assistant Golf Professional, as well as the City Administrator and Director of Public Works. NGF also conducted several phone meetings with the City's Finance Director.
- Golf course tour with City and golf facility staff.
- Competitive market analysis, including visits to key competitors of RRGL follow up phone calls with area golf operators.
- Regional benchmarking of key golf operational metrics.
- Interim progress meetings via phone or videoconference with the City Administrator.
- Collection of materials to aid in understanding the local market area, including economic, demographic, and climatological data.

SITUATION SUMMARY

The City of Bradenton's 18-hole River Run Golf Links opened in 1987 and is located along 27th Street East and adjacent to Pirate City in north Bradenton. The golf course - with peak winter green/cart fees topping out at only $54 -is positioned as a "value" provider in the Bradenton/Manatee County market. The City is taking a proactive approach to preserving and enhancing its golf course asset for the future, and thus brought in NGF Consulting to assess the aging infrastructure of the golf course, provide capital improvement recommendations, and evaluate operations in the context of industry best practices.

River Run Golf Links is fully self-operated with City employees - a structure that is becoming less common in municipal golf. The operation is accounted for as an Enterprise Fund that is intended to be self-sustaining through user fees. The facility had been operating at close to a breakeven basis in the three years leading up to the pandemic. Like many golf facilities in the U.S., River Run subsequently experienced a surge in rounds played and overall facility economics since reopening after the pandemic-related temporary closure in the winter/spring of 2020. (More below).

RECENT OPERATING RESULTS

Below are highlights of RRGL's operating results, based on data provided by the City.

- After averaging just under 47,900 total rounds played in FY19 and FY20, rounds increased by 16.7% in FY21 and another 15.5% in FY22, finishing with more than 65,600 starts.
- **Total facility gross revenue** has been on a significant upswing along with rounds played, increasing by 18.5% in FY21 and another 22.6% in FY22, when revenues reached $2.055 million. **Green + cart rental revenue** increased by ~ $564,000, or 45.6%, over the two-year span. Impressively, total **FY23 revenue** reported by the City as of July 21, 2023 was $2.13 million, surpassing FY22 numbers by more than $76,000 with more than two months left in the operating year.
- Annual **total operating expenses** have been erratic due to variations in retirement-related benefits. For example, FY22 showed a year-over-year increase of 65.6% in total operating expenses, including a 35.2% increase in salaries, wages, and non-retirement benefits.
- **Personnel-related costs** (including benefits or "burden") consistently accounted for between 65% and 70% of total expenses (closer to 75% in FY22), which is moderately higher than the industry norm of 60% to 65% that NGF typically observes.
- **Other operating expenses** at River Run grew by only 4% to about $471,500 between FY18 and FY22, and barely at all between FY21 and FY22. This finding is in stark contrast to what the industry has experienced in the high-inflation environment of the last several years.
- **Net Operating Income** (before capital contributions and transfers): Excluding depreciation and amortization, River Run Golf Links operated at close to break-even for the FY18 through FY20 operating years. On a cash basis, the facility generated about a $10,000 profit in FY18, while losing ± ($13,000) in FY19 and ± ($18,000) in FY20. NGF notes that these three years showed rather large pension-related expenses.
- As rounds played began to ramp up with the pandemic, the facility turned a profit of about $284,500 in FY21, even after depreciation and amortization charges totaling more than $102,000. However, the FY21 accounting showed ($1,257) for the Pension Collective line item and ($59,228) for OPEB/ LIFE/HEATH Insurance, contributing to the strong outcome.

MARKET ANALYSIS - SUMMARY FINDINGS

To assess market positioning and potential opportunities for RRGL, it is necessary to understand the environment in which the facility operates. In the body of the report, NGF provides a summary of key "external" trade area factors that have the potential to affect demand for golf. The overview includes

NGF's macro perspective of the U.S. golf industry. On a local/regional basis, we analyzed area demographic and economic factors, as well as golf supply and demand indicators and competitive factors that characterize the trade area for River Run Golf Links. Following are key NGF takeaways from the national overview and local / regional market analysis:

National Overview:

- The game remains popular and is fortunate to have a deep well of interested prospects. Since spring 2020, golf has received a strong boost in interest and demand resulting from the Covid-19 pandemic. It is too soon to tell what the pandemic's lasting effects on golf participation and demand will be. Retaining new golfers by successfully engaging them and giving them a reason to continue playing will be critical for operators.
- **Participation** - Golf participation is one of the core measures of golf's vitality. The national golfer number (people age 6+ that had played at least one round of golf the prior 12 months) has been on a positive trend over the last half decade plus, increasing from 23.8 million people in 2017 to 25.1 million in 2021. When we consider both on-course and off-course participation, 37.5 million Americans age 6+ played golf in 2021. Total **off-course participation** (27.9 million) has for the first time eclipsed those who play on the course. Overall, golf's U.S. consumer base is now a record 41.1 million.

Local / Regional Market:

- River Run's **10-mile defined primary trade area** has about 453,000 residents, projected to grow to 493,000 by 2027. The 15-mile market has about 610,000 residents, growing to 661,000 by 2027. Projected growth rates in the defined RRGL submarkets are 3 to 4 times the national growth rate through 2027.
- **Median Household Income**: Median Household Incomes in the 2- and 5-mile radial submarkets around RRGL are about 19% lower than the national median of $70,666, while the 10-mile market median income is about $1,000 lower than the US figure, and 15-mile market about $2,000 higher than the national number. However, **median ages** in most of the market area are much higher than the national median of 37.9 years. There is a strong positive correlation between both median age and income levels to golf participation.
- **Golf Participation Rate:** The golf participation rates (defined as having at least one golfer in the household) in the submarkets range from 18% lower (2-mile market) to 27% *higher* (15-mile) than the national benchmark rate of 8.1%.
- **Average Rounds Played per 18 Holes:** Based on facility self-reported and NGF-modeled activity levels, average annual rounds played per 18 holes of golf within the 10-mile submarket is about 49,000, or ***about 66% higher than the national average of about 29,500***.
- **Golf Supply:** The 10-mile market for RRGL is home to a robust 32 golf facilities, including RRGL and 22 other public access golf courses. Due to the large supply of golf courses, the 10-mile primary trade area for RRGL has 36% fewer golfing households per 18 holes of public golf than the national benchmark. However, imported demand from visitors and seasonal residents is very substantial in this market and is not considered in this metric.

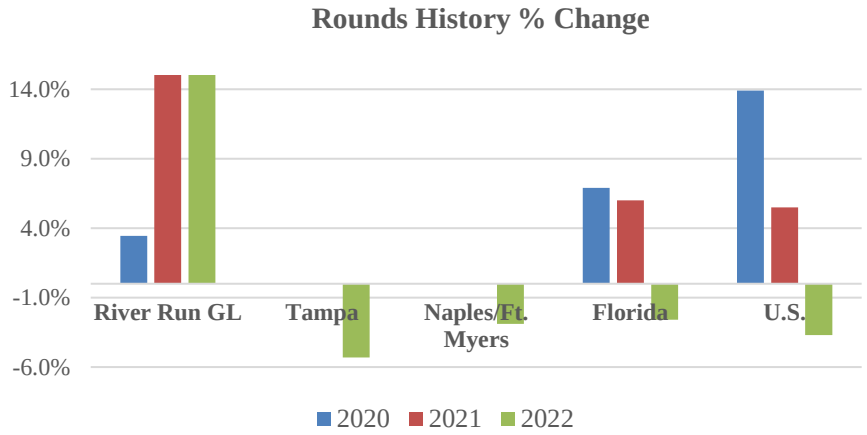
Competitive Golf Market:

NGF Consulting research indicates the following significant findings for the competitive market that River Run Golf Links operates in:

- There is a variety of golf courses at different price/quality levels for consumers to choose from in River Run's primary trade area. Based on feedback from River Run management staff, interviews with golfers and other area golf operators, and NGF market analysis, NGF has identified the following facilities as the most relevant competitors to RRGL:
  - The two Manatee County facilities - Manatee GC and Buffalo Creek GC - appeared to be in average to good condition during NGF's visit. The two hosted almost identical number of rounds played in 2022, at just over 50,000. This activity level is well below that of River Run, though the two County courses are positioned at higher price points.
  - The Links at Greenfield Plantation is a well-conditioned and aesthetically pleasing course featuring lakes, wetlands, and abundant wildlife.
  - Peridia G&CC is a quality golf course that is in good condition and is only a few miles from River Run GL. Though an executive layout, it is positioned at higher price points than RRGL, at least during the summer season.
  - The Preserve Golf Club, located within a gated community of the same name, is a family-owned facility that features an appealing layout and a nice modern clubhouse. The club has had recent trouble with its 23-year-old greens due to a variety of reasons.
- NGF has also identified some key **secondary** competitors to RRGL, based on proximity, quality, and/or price point: The River Club, Moccasin Wallow Golf Club, Terra Ceia Country Club, and Pinebrook Ironwood Golf Club.
- The use of dynamic or demand-based pricing is now common among public courses in this market. At the top of the local public fee spectrum - $80 to $90 for prime time, **peak season** tee times - are River Wilderness, IMG Academy Golf Club, and the Manatee County golf courses. At just $54 for peak riding green fees in the winter season, RRGL is the "value" provider in the local market and is priced lower than even executive length golf courses Peridia and Pinebrook Ironwood. Fees are even further below "market" rate during the summer season: RRGL's riding morning rates are $26, compared to a range of $37 to $45 for Buffalo Creek, $34 to $40 for Manatee GC, and $40 for Links at Greenfield Plantation.
- Based on prior NGF market research and our review of online rates in May 2023, we observe that green & cart fees at Bradenton / Sarasota area public golf facilities have increased by about ±15%, on average, since late 2020. This mirrors two national trends – increased pricing power and the necessity to keep up with rising input costs.
- Though the privately-owned competitive courses did not share actual rounds played data, NGF research indicates that most local and regional golf facilities continued to benefit from the surge in golf participation and demand that resulted from the pandemic. Overall, NGF estimates that annual rounds played among the public golf courses in this market remain about 10% to 15% higher, on average, compared to pre-pandemic levels.

BENCHMARKING

River Run Golf Links has significantly outperformed the Tampa and Naples/Ft. Myers regional markets (data available for 2022 only), the State of Florida, and the overall U.S. in terms of **rounds played growth**, with year-over-year increases of 16.7% and 15.5%, respectively, in 2021 and 2022. Note: Rounds figures for regions, state, and U.S. are calendar year vs. fiscal year for RRGL.



As part of our market analysis, NGF also collected data from regional municipal golf operations (all but one from west-central Florida region) for the purpose of providing a benchmarking comparison to River Run GL for FY22. All are 18-hole regulation courses, with exception of the City of St. Petersburg's 27-hole Mangrove Bay, which includes a 9-hole par-3 course that was excluded from the analysis. NGF summary observations regarding the FY22 data:

- River Run's 65,646 **rounds played** in FY22 exceeded the average rounds played per 18 holes from the referenced subset by 10.4%. RRGL, which trailed only Mangrove Bay's 86,000+ rounds in FY22, hosted about 30% more rounds than each of the Manatee County courses (Manatee GC and Buffalo Creek GC), though these facilities have higher average fees.
- **Growth in RRGL rounds** played for FY21 and FY22 was 16.7% and 15.5%, respectively, compared to respective averages of 12.2% and 5.1% for the comparable subset.
- **Total operating revenues**: Excluding three outliers that had more $3 million in annual revenue – Coral Oaks GC at $3.2 million, Eagle Harbor GC ($3.8 million), and Mangrove Bay ($3.7 million), RRGL is in a group with the Manatee County and City of Fort Myers courses that generated between $2.05 million and $2.3 million in revenue in FY22. NGF concludes that River Run compares favorably to the group, given the absence of a driving range, as well as the small scale of the pro shop and food & beverage operations.
- **Total operating expenses**: Excluding the same three outliers, which had expense budgets ranging from $2.9 million to $3.5 million, RRGL is again grouped with the Manatee County and City of Fort Myers courses, with total operating expenses in the range of $1.84 million to $2.22 million.
- Average **golf course maintenance** budget: NGF obtained maintenance expense data for five facilities, not counting RRGL and the three lower-end City of Tampa courses:
  - Average **total maintenance expense** was $1.13 million, or 51% higher than RRGL's **estimated** $750K budget.
  - **Maintenance labor expense** ranged from ±$250,000 at the Manatee County courses, to about $500,000 for River Run budget (excl. retirement benefits), and an average of about $710,000 for Coral Oaks, Eagle Harbor, and Mangrove Bay.

- **Labor cost as a percentage of the total maintenance budget** ranged from just ±23% at the privately run Manatee County courses to about 67% for River Run and Coral Oaks, and an average of ±60% for Eagle Harbor and Mangrove Bay.
- Total **non-labor maintenance expense** averaged $608,000 for the five facilities, or about 59% higher than RRGL. The average **Chemicals** expense, including fertilizers, pesticides, herbicides, seed, sod, and sand, averaged $231,000, or nearly three times RRGL's $81,378.

RIVER RUN GOLF LINKS - PHYSICAL ASSESSMENT

The NGF Consulting team conducted a physical assessment of River Run Golf Links on May 30, 2023, led by ASGCA golf course architect, Richard Mandell, President of Richard Mandell Golf Architecture (RMGA). Findings and recommendations summarized below and presented in full in the body of the report are based on the evaluation, as well as discussions with RRGL's General Manager and Superintendent, and the City's City Administrator and Public Works Director. The report of conditions and recommendations comprises three main components:

1. Summary of Recent and Planned Improvements to River Run Golf Links.
2. Golf Facility Condition Assessment - after a brief synopsis of the history of River Run Golf Links, we provide assessment, discussion, and recommendations related to RRGL:
    - Design – Routing and Features
    - Infrastructure and Conditions
3. Golf Course Improvement Recommendations:
    - Improvement Recommendations Summary
    - Renovation Phasing Discussion and Recommendation
    - Construction Considerations
    - NGF Preliminary Improvement Cost Estimates

Golf Course Assessment Summary Findings

Most golf facilities must plan on completely rebuilding golf courses to current standards every 25-30 years. For economic reasons, many courses extend the lifespan of their infrastructure, but eventually it becomes a losing battle. The USGA/ASGCA "Life Cycle" chart, shown in Appendix E, is a good general guide to the life expectancies of various golf course features. Studies repeatedly show that good maintenance conditioning (both overall and in specific detail of greens first, then tees and fairways, then bunkers) is the biggest factor in golfers deciding where to play. Good infrastructure is a prerequisite for good maintenance conditions and investment has multiple benefits - keeping the golf product fit for business, allowing resources to be deployed efficiently, and providing better playing conditions.

While River Run Golf Links has enjoyed recent success with positive net income and rounds played increasing significantly to 65,000+ in FY22, the age of the golf course's component parts will soon necessitate a major overhaul of the course. Current conditions are sub-par by industry standards, especially in terms of the turfgrass from tee to green. The NGF team believes that, as years pass, it will become increasingly difficult for maintenance staff to provide a sufficient amount and quality of turf to play from. This dynamic will eventually result in golfing customers seeking other places to play, despite River Run's affordability.

Improvement Recommendation

While NGF recommended some improvements to the River Run clubhouse and other structures, the golf course was the focus of our recommendations. The design character of River Run Golf Links is a subjective matter that may appeal to some but not to others. Therefore, the character of the golf course is not a single reason to renovate the golf course, especially one that now logs 65,000 rounds annually. However, the age of the golf course infrastructure is a very objective metric that fully justifies the reconstruction of the golf course. NGF and RMGA recommend that the City of Bradenton begin planning to rebuild River Run Golf Links because all the golf course features and construction components (drainage pipe, irrigation, etc.) have significantly exceeded industry standard life cycles. Because the facility is profitable now, it could be an ideal time to begin putting a funding plan together. (NGF has observed that there has been a large pent-up demand for golf course builders for major renovation projects, so planning well ahead is even more critical in today's environment).

While we cannot definitively predict when one or more key components of infrastructure will give out, experience tells us that a piecemeal, triage approach to addressing problems can work for only so long. There is also an opportunity cost in terms of product quality when maintenance resources and staff time are frequently diverted to making emergency, stop-gap repairs. At some point in the relative near term, it will become evident that it is time to undertake a full facility renovation that will keep River Run Golf Links viable for the next 30 to 40 years. The "trigger point" could be a catastrophic failure (e.g., irrigation system no longer viable, greens lost to disease) or, more likely, a downward spiral in rounds and revenue.

Redesign Considerations

In the report, RMGA provides narrative related to the outdated design character and lack of strategic interest of River Run Golf Links. Playing just 6,318 yards from the back tees, River Run is not known for attracting many of the better golfers despite its relative narrowness, a key marker for the better players in determining challenge. Yet the primary strategy of the golf course is to hit straight down those narrow fairways or be penalized by trees on both sides. This strategy becomes a problem for players with higher handicaps, who tend to hit stray shots to both sides of a golf hole. River Run fairways average only 28 yards in width and should attract lower handicappers (i.e., more skilled golfers), but the limited length and relatively uninteresting course features constrain demand from this cohort.

The NGF team believes that the necessity to rebuild the entire golf course also offers an opportunity to undertake a re-design and re-branding of the golf layout to provide a modern aesthetic appearance and increase strategic variety. A new, modern layout should appeal to a broader range of golfers while not increasing the golf course's difficulty. Rather, the enhanced design would provide lesser-skilled and new golfers a chance to experience the architectural interest found at higher-quality facilities. An effect of this enhancement is broader appeal and retaining golf customers after their abilities improve to the point of desiring more challenge. Adding design interest and features *will not result in an increase in renovation cost versus rebuilding everything in place.*

Preliminary Cost Estimates for Renovation

In the body of the report, we present line-item detail representing preliminary estimated costs for a golf course renovation of River Run Golf Links, based on RMGA's expertise and experience, as well as conditions observed during late May 2023. The estimated total is about **$7.25 million**, including mobilization and golf course design / engineering fees. It does ***not*** include costs related to repairs to structures, such as the clubhouse, maintenance building, cart barn, nor contingency (~ 10% of construction costs), lost revenues during closure, or interest / carry cost.

The NGF team's intent was to provide a "concept budget" for the recommended improvements at River Run Golf Links that will serve to generally inform the City of current golf course development costs. The numbers provided represent the mid-range of estimates prepared by RMGA. Cost estimates and assume a one-year total renovation. Costs are in 2023 dollars; a general rule of thumb would be for the City to add at least 3.25% to the expected budget per year.

Short-Term Capital Improvement Priorities

The NGF team has also identified some short-term, high-priority improvements that, except for the clubhouse exterior, are "mission-critical" and/or related to potential safety/liability issues at the golf course. These items, presented below, will not need to be replicated in a full golf course renovation, so the expense for each will be an investment that will not need to be undertaken again.

1. **Rebuild all bridges** on the golf course.

   COST: $440,000

2. **Create no-mow areas of native grasses** to minimize daily weekly mowing. These areas only require mowing once a year. RMGA has identified approximately 11.02 acres of no-mow area. (See Appendix G)

   COST: $44,000

3. **Clear trees and invasive vegetation** to increase playability and improve views. RMGA has identified approximately 6.04 acres of clearing to widen fairways to approximately forty yards.

   COST: $60,000

4. **Paint the clubhouse exterior** a contrasting color from cart barn and change facade facing the parking lot to include a new entrance and windows.

   COST: $25,000

5. **Remove some sand bunkers** to increase maintenance efficiency and likely increase pace of play. RMGA has identified several sand bunkers that can be removed without negatively affecting strategy or the overall quality of the golfer experience at River Run. These include a fairway bunker on hole #9 and greenside bunkers on #4, #11, #15, #17, and #18. Though we believe the project can be done in-house by RRGL staff, we have estimated the following "retail" costs to fill in bunkers, remove sand and drainage, clean up the ground, and sod over:

   - Right side of #4 Green: $4,750
   - Left fairway bunker on #9: $5,050
   - Front left greenside bunker on #11: $4,800
   - 2 bunkers behind green on #15: $4,500
   - Right greenside bunker on #17: $4,100
   - Back greenside bunker on #18: $4,200

OPERATIONAL CONSIDERATION AND RECOMMENDATIONS

NGF Consulting completed an operations review of River Run Golf Links, focusing on best business practices and including recommendations intended to help the City improve the bottom-line performance of the facility. In the body of the report, NGF provides a broad overview of best practices related to areas such as marketing, customer service, merchandising, food & beverage operations, and utilization of technology. Below, we present summary findings and recommendations for several of the most important operational elements covered in this report, including playing fees, management structure, and the potential addition of a driving range at RRGL.

Golf Playing Fees

As one of the lowest priced 18-hole regulation golf courses – with a peak riding green fee of only $54 + tax for peak season, prime time play, River Run attracts cost-conscious players from the local area. RRGL management has raised green fees each of the last four years by $1 to $2. Starting in November 2023,

non-summer 18-hole rates will increase by $5, with 9-hole categories increasing by $3. Increases for the summer season are to be determined but will be less than those for the peak season.

NGF's market analysis showed that, while RRGL's relative market positioning makes sense, its fees appear to be significantly below "market" rates. For example, River Run is priced similarly to even executive length golf courses Peridia and Pinebrook Ironwood in terms of the highest peak season rate. River Run's fees are even further below "market" rate during the summer season: summer morning riding rates are $26, compared to a range of $37 to $45 for Buffalo Creek, $34 to $40 for Manatee GC, and $40 for Links at Greenfield Plantation.

In consideration of these market factors, NGF makes the following observations and best business practice considerations for green/cart fee pricing at RRGL:

- Preserving affordable golf fees is an understandable element of public policy for some municipalities. However, keeping pace with the rising "cost of production" - especially in today's hyper-inflationary environment – is often the difference between self-sustainability and requiring general fund subsidy (i.e., taxpayer support). NGF surveys show that most public golf courses have increased fees over the last couple of years as both demand and inflation surged, and "pricing power" increased.
- At least for the short term, the City should continue with annual green/cart fee increases to catch up with 'market rate'. Even considering the planned $3/$5 increases set to kick in this fall at River Run, we believe green/cart fees may have more "room to run". The key will be to closely monitor rounds and revenues after fee increases are implemented to determine how elastic demand is. It would not be a negative scenario for RRGL to experience fewer rounds, but more playing fee revenue, given the current stress on turf conditions.
- NGF is observing more municipalities allowing golf management more flexibility for golf staff to practice yield management / demand-based pricing to take advantage of pricing power during peak demand times. This practice is very common among RRGL's competitors and may be a consideration for the City in the future.
- Revenue from rental clubs was an impressive $15,344 in FY22. Though the incremental revenue would be nominal, management should consider charging more for rental clubs during the winter season, when many tourists – including Pirates spring training visitors - are coming without shipping their clubs.

Management Structure – Common Municipal Models

River Run Golf Links' current management structure is full self-operation with City employees, some of which are unionized. In the report, we provide descriptions of the most typical management / operational models for public agency golf courses, including relative advantages and disadvantages. In our experience, there is no ideal operating scenario that fits all situations, and each public entity must arrive at its own unique approach to operation and maintenance. The most common management options are:

- Self-Operation with Public Employees (status quo for River Run Golf Links)
- Full-Service Management Contract
- Operating Lease
- Concession Agreements
- Privatized Golf Course Maintenance

While about 45% of municipal golf courses in the U.S. are self-operated, NGF's Golf Facility Database (every facility updated annually), supplemented by extensive periodic survey research of municipal golf facilities, shows that the percentage of municipal golf facilities managed by third-party vendors (*excluding* full-facility leases) steadily increased from less than 15% in 2010 to about 25% in 2020.

On the revenue side of the equation, it is difficult to precisely quantify the benefit of hiring an expert outside management company. However, NGF has found, through many years of working with municipal clients, that in most cases the cost of the annual management fee more than pays for itself through advantages such as the expertise of the large national operators, savings on labor costs, the benefits of access to regional / national marketing and purchasing programs, procurement advantages, etc. On the expense side, savings can be considerable with respect to the labor budget, though the degree is variable depending on market and local labor laws. Similarly, maintenance-only agreements can result in significant labor cost savings, but there is no guarantee that golf course conditions will improve.

There is no "one size fits all" solution to choosing a management structure. Each municipality must weigh the various pros, cons, and other variables related to factors such as desired level of control over day-to-day operations, operating expense differences, ease of hiring / firing, how "nimble" the City is with respect to procurement of goods and services, public policy objectives, potential revenue advantages of outside professional management, etc.

The optimal management structure for municipal golf assets depends on several considerations unique to the individual City, including:

- Public policy – some municipalities fundamentally value having public employees run publicly-owned facilities.
- The City's internal analysis of potential cost savings with conversion away from public labor and benefits.
- In the case of conversion to a privatized structure, would existing facility employees get jobs elsewhere in the City or have the option of becoming employees of the private management / maintenance company?
- There are no guarantees regarding how golf course conditions, customer service levels, financial results, etc. would change under a structure other than full self-operation.
- For Bradenton, the strong likelihood of large-scale investment in River Run GL during the next 3 to 5 years or so will be a factor in determining operating structure.

Potential Revenue Growth Opportunities

Because of the minimalist, basic nature of the RRGL golf operation, where most revenue is generated from golf playing fees, NGF did not identify many areas that offered opportunity for revenue growth. Short of undertaking the major golf course renovation that the NGF team has recommended, the "low hanging fruit" with respect to generating higher revenue is raising green & cart fees each year to get closer to "market rate", while also preserving River Run's positioning as the most affordable 18-hole regulation course in the market. There may also be potential to increase food & beverage sales through expanded offerings, introduction of a beverage cart during peak demand periods, utilizing an outside barbecue grill during busy times, etc.

Possibility of Adding a Driving Range

The primary potential revenue growth area, other than raising fees, appears to be the possible addition of a driving range at RRGL. While we determined there was no space to accommodate a driving range while maintaining a regulation 18-hole golf course, NGF was told there is the possibility of the City obtaining additional land (part of adjacent Mixon Property) for a possible driving range that would be accessible past the #9 green. The subject site is approximately 150 feet wide by 300 yards deep and appears to be physically feasible to safely accommodate about 15 teeing stations. However, it would require netting on both sides and the back of the range, the cost of which could be considerable.

Another consideration may be that a driving range at RRGL might not be conducive to positioning it as a practice or a practice/entertainment-only destination, based on location (surrounding land uses, demographics, traffic on 27th St. East) and other factors. Rather, it might likely get its most use as a

warm-up / practice venue for golfers already on site for a round of golf. Still, it would generate revenue and could also generate demand for rounds of golf, food & beverage, etc.

The key to determining financial feasibility, other than potential demand, are the acquisition and construction costs. Other start-up costs would include a range ball machine, supplies (mats, balls, etc.), landing area turf, target greens, etc. Ongoing operating expenses would include nominal labor (e.g., ball-picking, mowing, maintenance), replacement balls, mats, etc. In summary, the NGF team believes the site is physically feasible but would require extensive netting. So, a dedicated financial feasibility would be the next step if the Mixon owners make a formal proposal to the City for the property. Another consideration for the City would be to issue a Request for Expression of Interest (RFI) for an alternative golf entertainment-oriented use (e.g., modern-style upscale miniature golf) on the site via a lease arrangement with the City.

PROJECTED FINANCIAL PERFORMANCE

NGF Consulting has created a five-year cash flow model for River Run Golf Links for the period of FY 2024 through FY 2028. The pro forma model was developed in consideration of actual recent facility performance of RRGL in FY22 and partial year FY23, as well as current and expected subject facility and market conditions. This "As Is" model assumes no significant capital improvements preceding, or during, the referenced period. While we fully expect the City of Bradenton to invest significantly in River Run GL in the short-term future, we present the Base Case to illustrate the potential "cost of doing nothing" in terms of replacing infrastructure.

Utilizing the assumptions and activity/revenue/expense inputs detailed in the report, NGF's 5-year pro forma financial model for River Run Golf Links for the period of FY 2023/24 through FY 2027/28 shows total gross operating revenues of about $2.09 million in FY24, falling to $2.05 million by FY28 as rounds played decline due to worsening course conditions. Based on preliminary expense projections prepared by NGF, RRGL is projected to generate a positive cash flow (before depreciation and amortization; excluding any capital items) of about $424,000 in FY24, declining throughout the period to about $145,000 in FY28, as expenses increase and revenues remain stagnant due to lack of facility investment.

SUMMARY STATEMENT

River Run Golf Links is a popular and well-loved golf course that is an important part of the City of Bradenton's recreational offerings. NGF has observed a well-run, basic municipal golf operation that generates most of its revenue from golf playing fees. The facility lacks a driving range, has modest clubhouse operations in terms of merchandising and food & beverage service, and offers minimal player development and programming. As an established "value" golf provider in the market, RRGL enjoys a loyal and growing clientele that precludes the need for robust marketing efforts. Finally, the technology platform is essentially "turnkey" and provided by an outside vendor.

While the financial bottom line of the golf operation has been improving over the last several years, due in large part to the pandemic surge, NGF does not believe this trend is sustainable unless the City invests significantly in replacing facility infrastructure. The lack of investment over the years means that all golf course infrastructure is past its expected useful life, resulting in maintenance inefficiencies and inconsistent conditions, and forcing RRGL to compete largely on affordability, rather than quality of golf experience. In the short term, River Run Golf Links should be able to raise fees moderately, continue to host a high volume of rounds, and generate profits for the City. However, the key to positioning River Run GL for long-term success and sustainability is to improve the product through major capital investment, while also making some operational enhancements to improve golfer experience.

River Run Golf Links Overview

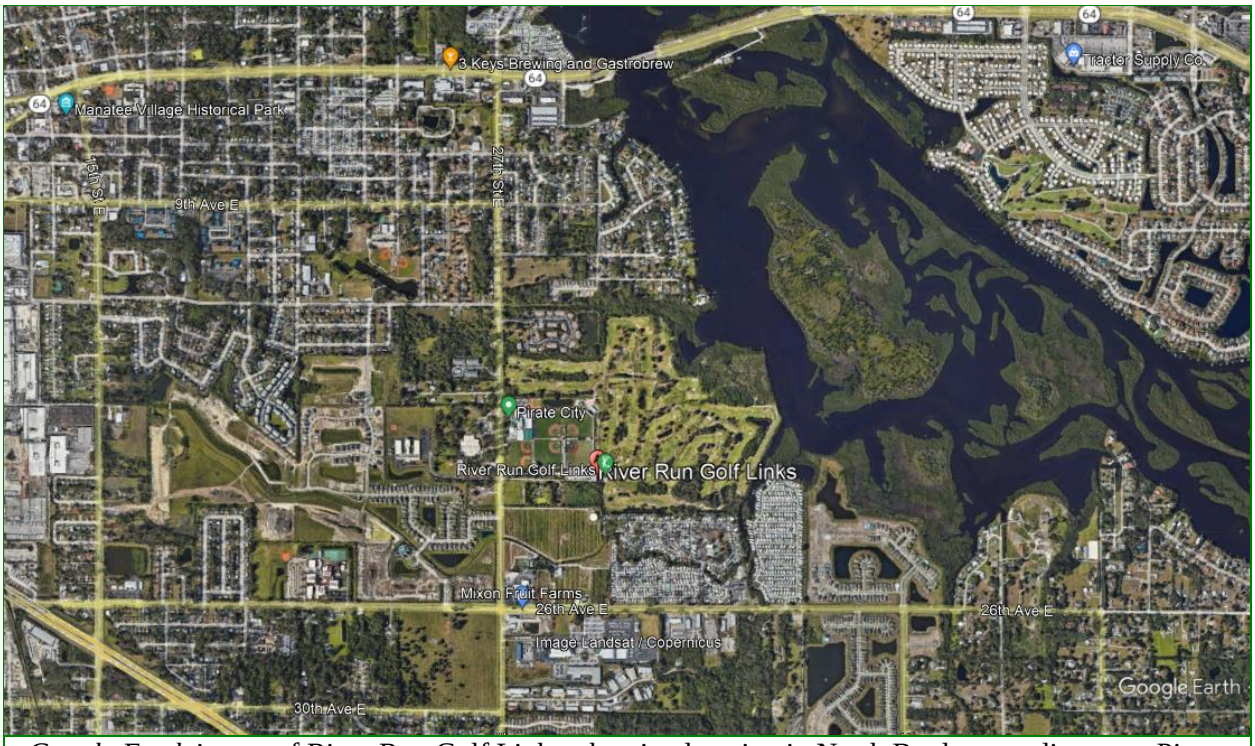
In this section, NGF provides a summary situation analysis of the City of Bradenton's 18-hole River Run Golf Links that is intended to provide the appropriate background and context for the analyses and discussions in this report. All findings are based on the NGF team's review and analysis in the spring of 2023. This overview of RRGL includes a synopsis of how the golf course is operated and a summary of the golf course and support amenities. Later in the report, we provide an assessment of current conditions, capital needs, and recommended investment, as well as NGF operational recommendations aimed at improving the financial performance of the golf course.

RIVER RUN GOLF LINKS

Property Location

River Run Golf Links is located at 1801 27th Street East in north Bradenton. The golf course is adjacent to Pirate City and bordered by Sugarhouse Creek / Braden River to the east. River Run is about .8 miles south of SR60, 2.5 miles north of SR70/53rd Av East, and 3 miles southeast of downtown Bradenton. Bradenton is easily accessible via other major arterials, including I-75 (nearest interchange about 3.5 miles to the east) and US 301/1st Street West (2 miles to the west). The Google Earth image below illustrates surrounding land uses.

Google Earth Image



Google Earth image of River Run Golf Links, showing location in North Bradenton adjacent to Pirate City and bordered by the Braden River to the east and Mixon Farms directly to the south. Surrounding uses include primarily residential to the north, two schools and mixed commercial & residential to the west, and a mix of residential and commercial to the south.

Facility Overview

River Run Golf Links was designed by Ward Northrup and opened in 1987 as a City of Bradenton golf course. Part of the golf course sits on a former City garbage dump that closed in the 1970's. The current popularity of the golf course is not in question as annual rounds played increased by about 35% between FY20 and FY22, when the club hosted 65,646 rounds. Since the pandemic, an increasing percentage of those rounds have come from players new to the game, many of them unskilled and unfamiliar with golf course etiquette and protocols. The main attractions to River Run are the affordability of the green fees and relative flatness of the golf course, providing a great entry point for beginners and the lesser-skilled.

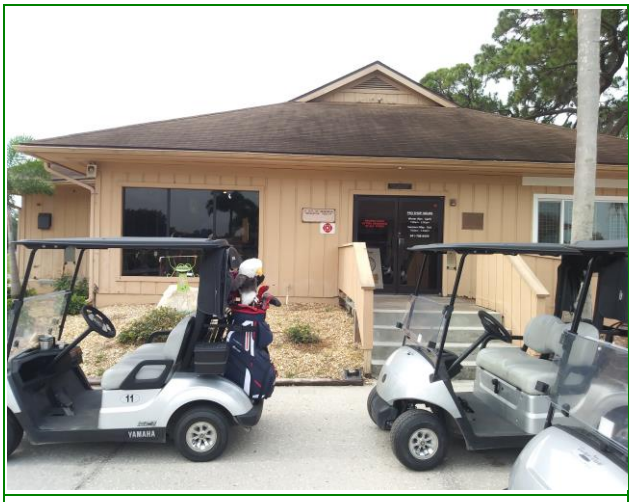
River Run GL Scorecard Summary			
Tees	**Rating**	**Slope**	**Yardage**
Blue	70.5	124	6,318
White	68.1	119	5,836
Gold	66.5	112	5,331
Red	66.2	116	4,709

River Run GL includes the following basic amenities and support structures:

- Golf course – 18 regulation holes;
- Two warm-up / practice nets;
- Practice putting green;
- Clubhouse with golf pro shop, snack bar; meeting room, offices, restrooms;
- Golf maintenance building and cart barn;
- On-course Port-o-Potties (2);
- Parking lot – ±140 spaces (shared with Pittsburgh Pirates).

Clubhouse

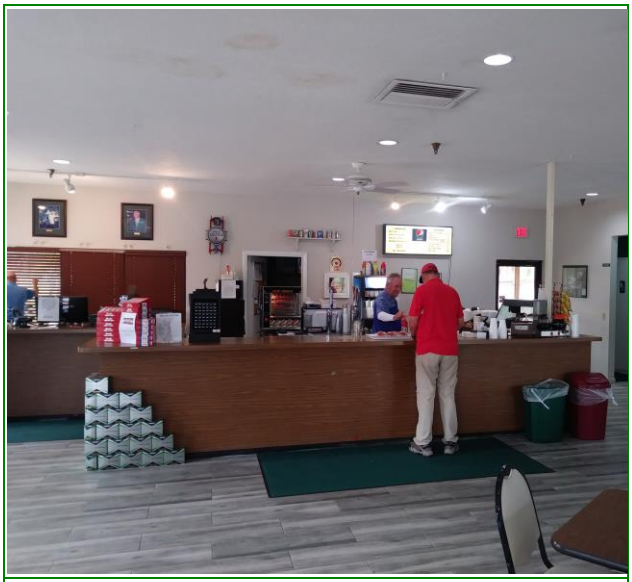
The original single-story clubhouse at RRGL, sitting on a footprint of about 3,500 sf, dates to the original opening of River Run GL in 1987. The building is frame construction.



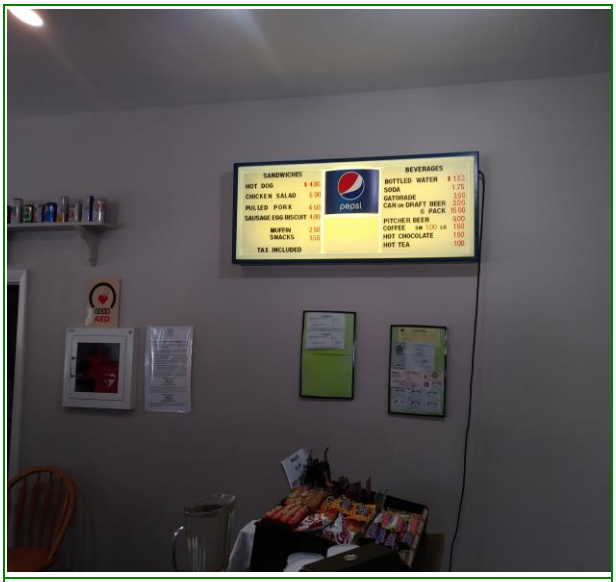
Front entrance of River Run Golf Links clubhouse.



Rear view of building shows dated appearance that needs refreshing.



Lightly stocked RRGL pro shop that has been recently refreshed.



F&B beverage service is limited to snacks, hot dogs, basic sandwiches, and beverages, including beer.

Management and Oversight Structure

River Run Golf Links is self-operated by the City of Bradenton, and Golf is one of eleven divisions within the City's Public Works Department. The Director of Public Works has direct oversight responsibility for RRGL and reports to the City Administrator. The golf course is operated by a staff comprising both part-time and full-time City employees. Key staff positions include the General Manager, Assistant Golf Professional, and Superintendent. The Head Golf Professional position was vacant as of the NGF study. Significant policy changes must be approved by City Council.

Golf course finances are accounted for within an Enterprise Fund, a common structure for municipal golf that requires a golf facility/system to be self-sustaining through user fees, without taxpayer (general fund) support. Enterprise funds are also intended to provide an extra level of accountability and transparency to taxpayers and other stakeholders. NGF consulting experience and survey research has established that the annual subsidies are not unusual for municipal golf operations accounted for as enterprise funds. However, we have noted a distinct trend of municipalities that are experiencing these enterprise losses converting to general fund accounting.

Operating Results: Rounds Played, Revenues, and Expenses (FY18 – FY22)

The following are summary findings regarding the recent operating performance of River Run Golf Links during the FY 2017-18 to FY 2021-22 period, according to information supplied by the City. We also discuss year-to-date revenue numbers through July 21. See Appendix A.

Rounds, Revenues, and Expenses – FY18 – FY23 (YTD thru 7/21)						
	FY 2018	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**
Total Rounds Played	**42,948**	**47,059**	**48,685**	**56,813**	**65,646**	
Operating Revenue						
Green Fees	$895,657	$977,835	$997,859	$1,133,968	$1,408,264	$1,550,424
Cart Rentals	151,164	196,186	239,450	327,285	392,810	327,172
Pro Shop	58,049	54,746	56,704	76,809	81,730	82,047
Snack Bar / Food & Beverage	82,653	91,865	86,970	106,747	136,835	125,517
Miscellaneous Revenue	26,574	38,291	34,212	31,750	35,384	46,544
Total Operating Revenue	**$1,214,097**	**$1,358,923**	**$1,415,195**	**$1,676,559**	**$2,055,023**	**$2,131,704**
Cost of Goods Sold						
Pro Shop (Merchandise)	$31,767	$27,360	$28,766	$39,820	$40,084	$39,108
Snack Bar (Food & Beverage)	52,991	52,685	48,279	55,585	64,951	65,272
Total Cost of Goods Sold	**$84,758**	**$80,045**	**$77,045**	**$95,405**	**$105,035**	**$104,380**
Adjusted Gross Revenue	**$1,129,339**	**$1,278,878**	**$1,338,150**	**$1,581,154**	**$1,949,988**	**$2,027,324**
Operating Expenses						
Payroll & Benefits	$809,355	$958,406	$1,037,160	$827,583	$1,370,473	$860,955
Other Operating Expenses	427,219	453,391	440,021	469,144	471,486	420,870
Total Operating Expenses	**$1,236,574**	**$1,411,797**	**$1,477,181**	**$1,296,727**	**$1,841,959**	**$1,281,825**
Profit / Loss	**$-107,235**	**$-132,920**	**$-139,032**	**$284,428**	**$108,029**	**$745,499**
Other Income (Loss)	**$2,157**	**$7,400**	**$6,067**	**$2,955**	**$-36,165**	**$22,198**
Net Income (Loss) before Capital & Transfers	**$-105,078**	**$-125,519**	**$-132,965**	**$287,383**	**$71,864**	**$767,697**

Rounds Played:

- As with many golf courses in Florida and nationwide, River Run Golf Links has experienced a surge in play since reopening after the pandemic shutdown in early 2020. After averaging just under 47,900 total rounds played (includes complimentary) in FY19 and FY20, rounds increased by 16.7% in FY21 and another 15.5% in FY22, finishing that year with more than 65,600 starts. (Later in the Benchmarking section, we compare this growth to U.S. figures).
- The City does not compile detailed rounds breakdown summaries by category. NGF reviewed a POS printout for FY22 and found some of the following details (presented as % of total rounds) across RRGL's reported 65,646 rounds:
  - Paid rounds were 63,547, with Complimentary rounds (predominantly Golfnow) totaling about 2,100, or about 3.2%.
  - Riding rounds were about 92.5%.
  - Rounds discounted off 'rack' rates accounted for about 10.9%.
  - 9-hole and league play equaled 20.4% of total.
  - Percentages by season were not possible to calculate accurately as some rounds categories were generic, and others were not accurate (e.g., '18 H Ride May' totaled 13,582 rounds).

Operating Revenues:

- **Total facility gross revenue** has been on a significant upswing along with rounds played, increasing by 18.5% in FY21 and another 22.6% in FY22, when revenues reached $2.055 million. **Green + cart rental revenue** increased by ~ $564,000, or 45.6%, over the two years.
- More impressively, total **FY23 revenue** reported by the City as of July 21, 2023 was $2.13 million, surpassing FY22 numbers by more than $76,000 with more than two months left in the operating year.
- In terms of percentage of **revenue by type**, golf playing fee revenue (green + cart fees) consistently accounted for between about 86% and 88% of total facility revenue over the 5-year period. Pro shop sales generally account for 4% to 4.8% of total revenue, and food & beverage 6.1% to 6.8%.

Revenue per Round:

- **Total facility gross revenue** per round has grown consistently, if modestly, each year from FY18 to FY22. The latter year showed the highest one-year increase, at 6.1%.
- While **green fee revenue** increased by less than 3% from FY18 to FY22, **total playing fee revenue** (green fees + cart rentals**)** grew by 12.6% over that time, including an increase of 6.7% in FY22.
- **Pro shop revenue** per round has been relatively steady over the 5-year period, ranging from $1.16 in both FY19 and FY20, to a high of $1.35 in FY18. Similarly, **snack bar revenue** per round fell within a tight range of $1.79 in FY20 to $1.95 in FY19, before increasing by 10.9% to $2.09 in FY22.

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Total Rounds Played	42,948	47,059	48,685	56,813	65,646
Operating Revenues					
Green Fees	$895,657	$977,835	$997,859	$1,133,968	$1,408,264
Cart Rentals	151,164	196,186	239,450	327,285	392,810
Pro Shop	58,049	54,746	56,704	76,809	81,730
Snack Bar / Food & Beverage	82,653	91,865	86,970	106,747	136,835
Miscellaneous Revenue	26,574	38,291	34,212	31,750	35,384
Total Operating Revenue	**$1,214,097**	**$1,358,923**	**$1,415,195**	**$1,676,559**	**$2,055,023**
Revenue per Round					
Green Fees	$20.85	$20.78	20.50	$19.96	$21.45
Cart Rentals	3.52	4.17	4.92	5.76	5.98
Green + Cart Fees	**$24.37**	**$24.95**	**$25.41**	**$25.72**	**$27.44**
Pro Shop	1.35	1.16	$1.16	1.35	1.25
Snack Bar / Food & Beverage	1.92	1.95	$1.79	1.88	2.08
Miscellaneous Revenue	0.62	0.81	0.70	0.56	0.54
Total Operating Revenue	**$28.27**	**$28.88**	**$29.07**	**$29.51**	**$31.30**

Operating Expenses:

- Total **operating expense** (excluding cost of goods for resale in pro shop and snack bar but including depreciation and amortization) has been erratic over the 5 years due to variations in retirement-related benefits. However, FY22 showed a year-over-year increase of 65.6% in total operating expenses, including a 35.2% increase in salaries, wages, and non-retirement benefits.
    - As noted, stark variations in some benefits make it somewhat difficult to discuss trends in labor expenses. For example, FY22 showed a $264,464 charge for Pension Expense – Collective, while FY21 had ($1,257) for this line item. Similarly, FY22 had for OPEB/ LIFE/HEATH Insurance charge of $84,494 vs. ($59,228) the prior year.
- **Personnel-related costs** (including benefits or "burden") consistently accounted for between 65% and 70% of total expenses (closer to 75% in FY22), which is moderately higher than the industry norm of 60% to 65% that NGF typically observes.
- The City provided information that showed maintenance labor + benefits (including FICA, Health, Life and Worker's Compensation, but excluding retirement/ pension-related City contributions) totaled $474,000 for River Run GL in FY22. Though the City does not segregate its operating budget by Maintenance vs. Operations, NGF reviewed individual line items and estimated total **non-labor related Maintenance Expense** to be about $210,000 in FY22. This total equates to ±31% of the total maintenance budget.
- **Other operating expenses** at River Run grew by only 4% to about $471,500 between FY18 and FY22, and barely at all between FY21 and FY22. This finding is in stark contrast to what the industry has experienced in the high-inflation environment of the last several years. Isolating the line item, Chemical Supplies (includes fertilizer, fungicides, herbicides, pesticides, sand, seed, dirt), we observe that the total budget in FY22 - $81,378 – was 3.7% *lower* than in FY18.

Net Operating Income:

- **Net Operating Income** (before capital contributions and transfers): Excluding depreciation and amortization, River Run Golf Links operated at very to break-even for the FY18 through FY20 operating years. From a cash basis, the facility generated about a $10,000 profit in FY18, while losing ± ($13,000) in FY19 and ± ($18,000) in FY20. NGF notes that these three years showed rather large pension-related expenses.
- As rounds played began to ramp up with the pandemic, the facility turned a profit of about $284,500 in FY21, even after depreciation and amortization charges totaling more than $102,000. However, the FY21 accounting showed ($1,257) for the Pension Collective line item and ($59,228) for OPEB/ LIFE/HEATH Insurance, contributing to the strong outcome.
- **YTD 2023:** Based on River Run data supplied by the City through July 21, 2023, the golf facility has already surpassed FY22 revenues, with more than $2.13 million. Expenses through the same time totaled about $1.39 million, including $35,328 in depreciation, and just under $28,000 in a machinery & equipment capital outlay. **The result is that River Run GL is running in the black by more than $745,000 through the third week of July 2023**. (We note that not all expenses are fully accrued as of this date).

Market Analysis

To assess potential market opportunities and threats for River Run Golf Links, NGF Consulting has analyzed the local Bradenton / west Manatee County market area relative to demographic profile and trends, golf demand/supply dynamics, key competitors to RRGL, and economic factors that have the potential to affect golf operations (e.g., demand, fee tolerances). Key findings are summarized below, following a discussion of national golf industry trends.

NATIONAL GOLF INDUSTRY OVERVIEW

Below NGF provides a summary of important national trends for the golf industry that may have direct or indirect effect on the operations of facilities such as River Run Golf Links.

Prior to the pandemic year of 2020, the golf industry was healthy and was continuing a macro trend toward stabilization in terms of participation and demand. Total spending on golf will always be vulnerable to outside forces such as the economy, but the game remains popular and is fortunate to have a deep well of interested prospects. Chief challenges include retention of new beginning golfers and ***getting more non-golfers who express interest in playing ('latent demand') to give golf a try and converting more beginners into committed participants.***

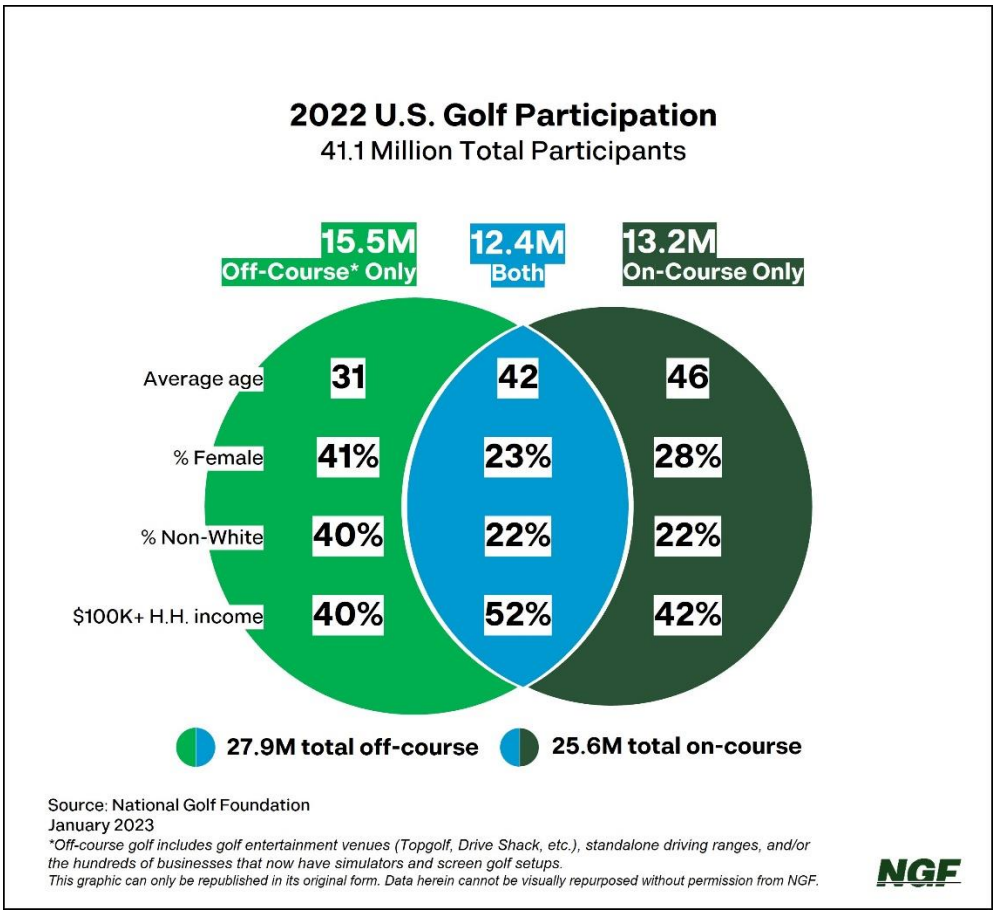
Since spring 2020, golf has received a strong boost in interest and demand resulting from the Covid-19 pandemic (more below). This was due to many factors, not the least of which is the fact that golf is an outdoor activity that is conducive to social distancing.

Key Trends in Demand

Participation - Golf participation is one of the core measures of golf's vitality. The national golfer number (people age 6+ that had played at least one round of golf the prior 12 months) showed net attrition between 2012 and 2017 but has generally been on the rise over the last half decade plus, increasing from 23.8 million people in 2017 to 25.1 million in 2021. When both on-course and off-course participation are considered, 37.5 million Americans age 6+ played golf in 2021.

Traditional, on-course participation was up again in 2022, with a net increase of 500,000 golfers to 25.6 million in total. While there's been a net gain of 1.3 million on-course golfers over the past three years, 2022 marked the fifth straight year overall of green grass participation increases. That hadn't happened in two decades.

Gains away from the golf course are more significant, with a 13% year-over-year jump compared to the 2% rise in on-course participation. As anticipated, total off-course engagement (27.9 million) has for the first time eclipsed those who play on the course. Overall, golf's U.S. consumer base is now a record 41.1 million, with three distinct participant groups (see graphic).



Rounds Played 2020-2023 – Nationally, 2020 rounds played (year-over-year) finished up by 13.9% (about 60 million rounds) over 2019, with Florida up by 6.9% despite Covid-related shutdowns for much of March and April. For 2021, national rounds were up by another 5.5%, while Florida saw an increase of 6%. National rounds declined by 3.7% in 2022, though part of that was due to weather. Florida saw a more modest decrease of 2.6%, while the Tampa submarket was down by 5.3%.

Through June 2023, national rounds are up by 5.5% YOY, despite terrible winter weather in some key golf markets such as Los Angeles and the San Francisco Bay Area. Florida rounds are down by 0.3% for the first six months of the year, while the Tampa market saw a modest *increase* in play of 1.6%. (Appendix B)

Baby Boomer Effect and Generation G (the "Golf Generation") – As Baby Boomers age and retire over the next 15 years or so, we expect to see a measurable increase in total rounds played in the U.S. Boomers - born between 1946 and 1964 - are currently 58 to 77 years old. About 6 million of them are golfers; that's approximately 1/4 of all golfers, and they currently play about 1/3 of all rounds. While not technically a generation, the 46-65 age cohort is the most vital group for the golf industry, accounting for the most golfers, rounds and spend in the industry – more than $9 billion in total annually. Generation G includes younger Boomers and older members of Gen X.

Golf Course Supply

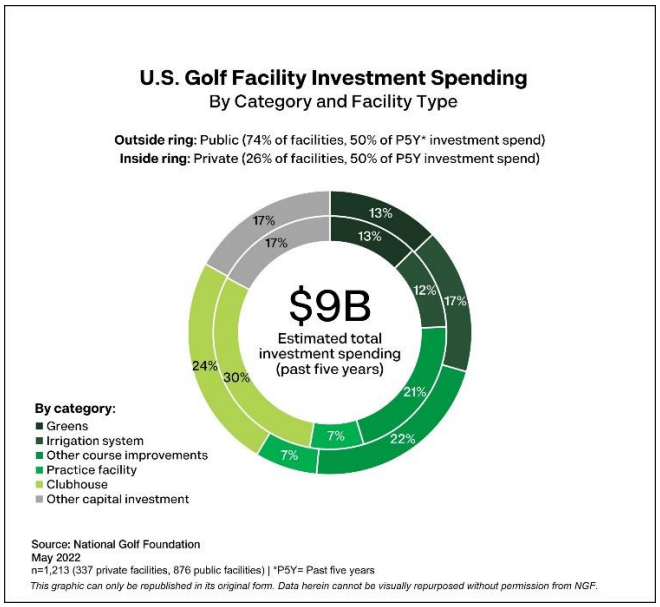
The number of course closures has outweighed new openings for 14 consecutive years during the ongoing balancing of supply and demand. According to NGF data, since the market correction in golf course supply began in 2006, there has been a 10% cumulative reduction of U.S. golf courses in terms of 18-hole equivalents (18HEQ). In 2019 there were 279.5 permanent closures, about 40% higher than the level experienced in the prior two years. (For perspective, golf supply grew by 44% from 1986-2005). The rate of permanent closures slowed over the last two years, despite the pandemic, with 193 18HEQ shutting their doors in 2020 and 130.5 in 2021, down 53% from its peak two years ago, prior to the pandemic. In 2022, there were 105.5 18HEQ closures – the fewest in more than a decade.

The demand for land to develop residential and commercial real estate is influencing the supply correction in golf. Closures tend to be more value-oriented, public facilities in the best-supplied areas: Florida, Texas, Ohio, California, and New York had the most closures in 2019 and all rank among the top six states with the most golf courses.

Other Measures of Health

Other metrics to consider when measuring the health and trajectory of golf include:

Investment in Facilities: Investment in major renovation projects has replaced new construction as the largest source of U.S. golf course development activity. A recent NGF study with more than 1,200 responding facilities indicated total investment of more than $9 billion over the prior 5 years. In terms of *new construction*, NGF is currently tracking 61 new courses (or additions) that are under construction, and another 51 that are in planning across the U.S. The former represents an increase of 74% compared to the three-year pre-pandemic average.



Increasing Diversity: A closer look at on-course participants (golfers) in 2022 shows a continuing trend towards diversification – spurred in some respect by the heightened interest and engagement being generated by off-course forms of golf. Overall, the number of non-White golfers has increased by about 1 million since 2017, while the number of women golfers grew by more than 400,000 over that time:

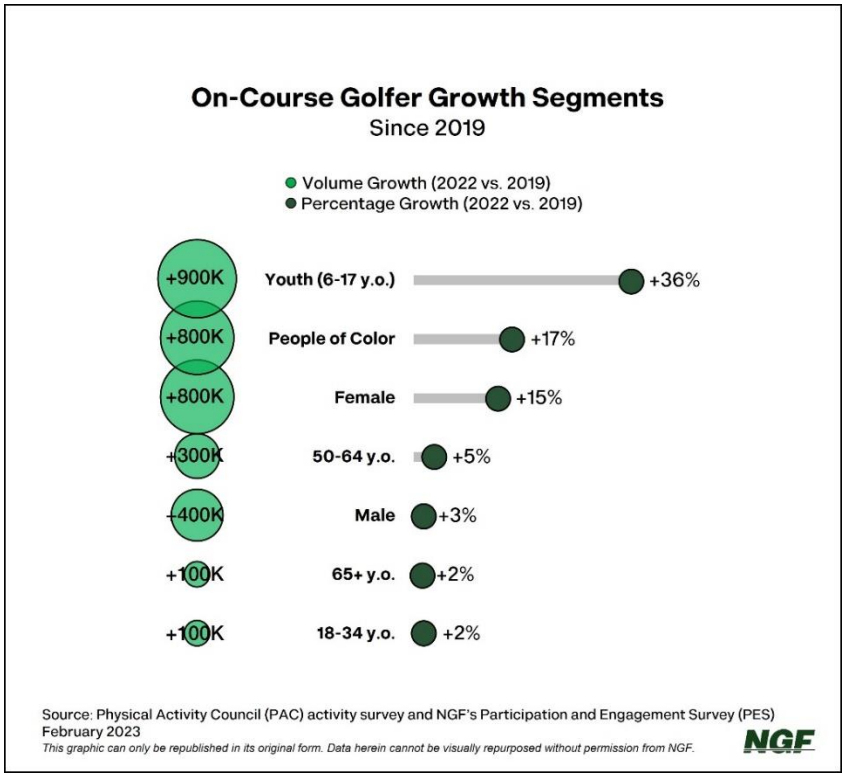
- Females are up 4% to 6.4M – Has risen three straight years, with net gains of 800K (+14% since 2019). Women now comprise 25% of all on course golfers – a new high mark in representativeness.
- Non-White golfers are up 9% to 5.6M – Up 32% since 2018 (+1.4M) This segment now represents 22% of all on-course golfers – also a new high mark in representativeness.

Beginners: The number of beginners rose to 3.3 million in 2022, surpassing the record of 3.2 million set in 2021 and representing an annual increase of about 1 million since 2014. The last two years have set records and exceeded the year 2000, when Tiger Woods was in his prime and drawing newcomers to the game in unprecedented numbers. Nearly 37% of beginning golfers are women, and the percentage of non-Caucasian beginners is significantly higher than the percentage of non-Caucasians in the total golf population.

Juniors: According to NGF's Graffis Report: "In addition to the largest-ever recorded increase in beginners (+23%), 2020 saw the most significant gain for youth golfers (+24%) since 1997." 3.4 million Juniors played golf on a course in 2022, an increase of nearly 10% over prior year. The population of junior golfers is more diverse than the overall participation base: females comprise 34% of junior golfers, compared to 24% of all golfers, while non-Caucasians are 28% of junior golfers and 20% of all golfers.

Young Adults: the category of young adults (18 to 34-year-olds) is among the sport's biggest customer age segments, with 6.1 million on-course participants and another 4.8 million off-course participants. Ongoing NGF survey research indicates that interest in playing among non-golfing young adults is high, with more than 5 million saying they are "very interested" in taking up the game. The fun and entertainment aspects of golf – especially when consumable in relatively short time windows - are particularly salient to this cohort.

Off-Course Participation: Driven primarily by the popularity and growth of Topgolf, a non-traditional form of golf entertainment, there were an estimated 23 million off-course participants (only those activities that involve hitting a ball with a golf club) in 2019, up by 2 million from 2017. In 2020, the number grew to 24.3 million, nearly half of whom did not play on a golf course.



The net gain of almost 1 million juniors (ages 6-17) is the most significant of any on-course participation segment. At just over 3.4 million in total, the youth golfer pool is now at its highest level since 2006, just prior to the Great Recession.

Juniors account for about 13% of the on-course golfer population. That representation is even greater at off-course venues: more than one quarter of off-course golf participants are under the age of 18. As

impactful as the various junior golf organizations continue to be in the industry, when it comes to introductions – and swinging a golf club in a fun, non-intimidating environment – it's hard to downplay the important role places like Topgolf are clearly having in spurring interest and encouraging more on-course trials among the youth ranks.

And while female on-course representation has matched an all-time high, at one-quarter of all golfers, it's even higher in the junior ranks. More than 36% of junior participants are girls.

Latent Demand: Overall interest in playing golf remains very high. NGF survey research indicates that the number of non-golfers who say they are "very interested" in taking up golf – which had doubled between 2014 and 2018 (CAGR of ±15%), has continued to steadily rise to about 17 million in 2022. The biggest cohort when it comes to latent demand is juniors. Whether it's golf programs in schools, high energy golf entertainment venues, likeable young pros or golf being perceived as "cool" again, it's notable that another 5 million+ kids – non-golfers – say they're very interested in playing on a course.

National Golf Industry Overview Summary – Potential Implications for RRGC

Golf facilities – both nationally and in the Bradenton / Sarasota market - appear to be in a healthy place in early 2023, with quality public golf courses continuing to experience strong rounds activity and pricing power. Continued growth in beginning golfers, increasing player diversity, surging "off-course" participation, and the presence of a large cohort of non-golfers that have expressed strong interest in playing golf ("latent demand") all bode well for the near-term future of facilities such as River Run. Popular and successful onboarding programs such as PGA of America's Get Golf Ready and NGF's "Welcome2Golf" should continue to cultivate new golfers.

While demand for golf remains strong, the Covid "dividend" may wane at some point, so operators must be vigilant to keep golfers engaged – especially those that are relatively new to the game. Aside from the possibility of decreasing demand, headwinds for golf course operators largely center around rapidly rising input costs – especially labor. This can be especially acute for a facility such as River Run Golf Links, which employees unionized public labor. As long as pricing power remains in place, quality golf facilities should be able to at least mitigate increasing expenses and maintain operating margins.

LOCAL / REGIONAL MARKET OVERVIEW

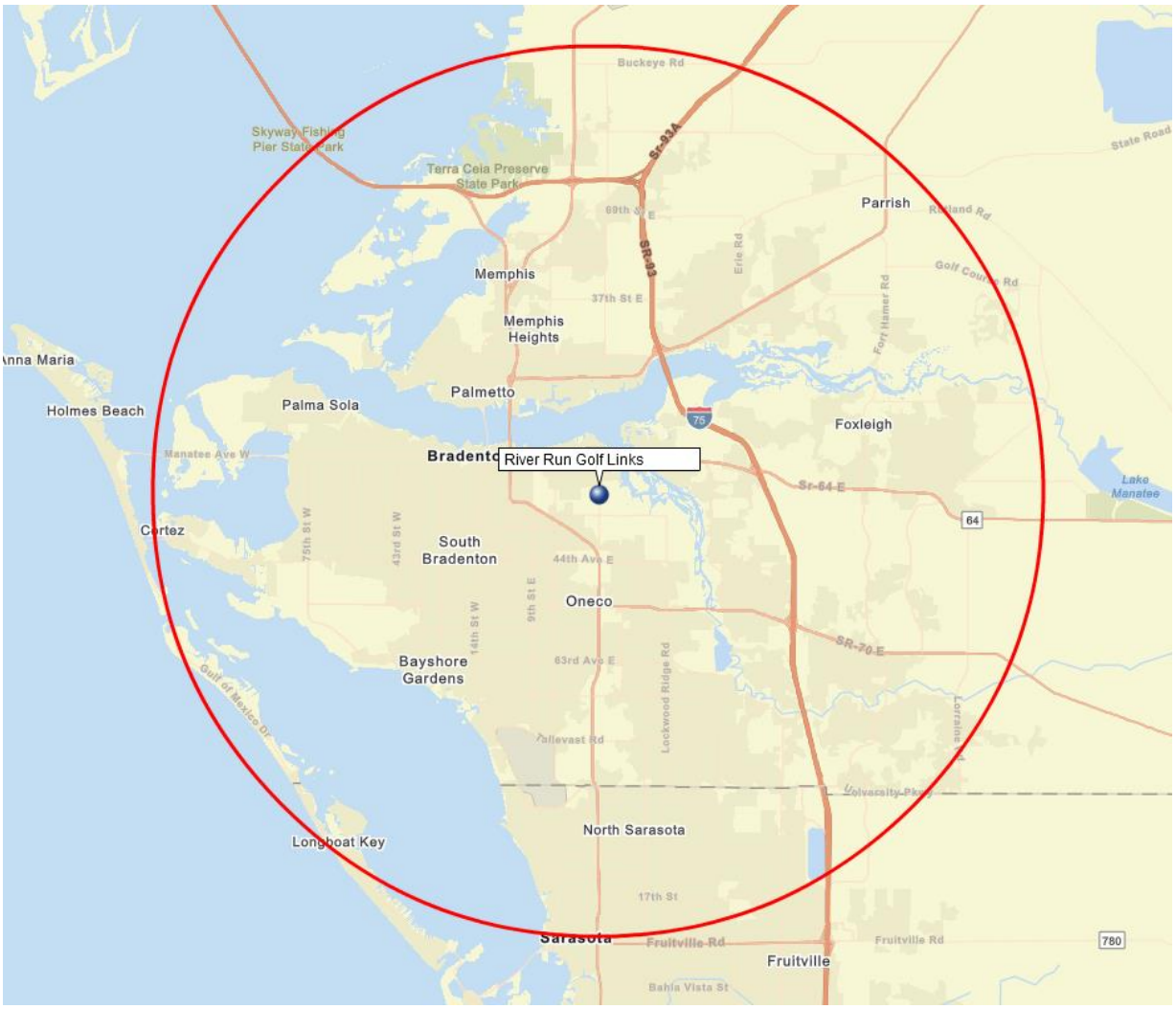
To assess potential market opportunities to increase rounds and/or fees at River Run, it is helpful to examine local economic and demographic factors that have the potential to impact rounds played and fee tolerances. Below we provide a review of the Bradenton / Manatee County area's demographics and economy, as well as an overview of key golf market demand and supply indicators.

NGF Consulting utilizes predictive models – primarily the NGF Demand Model based on ongoing NGF golf participation research as benchmarks for estimating potential market strength. Other proprietary NGF resources utilized in this section include the NGF U.S. Golf Facilities Database, and NGF Golf Market Analysis Platform (GolfMAP). See Appendix C.

Defining the Primary Trade Area for River Run Golf Links

Several factors assist in determining the expected market area for a golf facility. In addition to the quantity, quality, and nature of the subject facility and competitive facilities in the area, the availability of highway and major thoroughfare infrastructure, traffic patterns, and economic factors all play a role in establishing the primary market area for a golf facility.

Based on NGF's analysis of RRGL in the context of the factors cited above, we expect that River Run draws most of its customers from a market comprising a 10-mile radius of the golf course (though less from some higher-income eastern subdivisions). This radial extends north to include areas such as Palmetto and Memphis, west to the barrier island communities of Anna Maria, Holmes Beach, and Longboat Key, and south to North Sarasota. Due to its affordable pricing and relatively easy accessibility via major thoroughfares, the facility also likely draws some play from beyond 10 miles.



Demographics

Below and in Appendix C, NGF provides key observations regarding the population, median age, and median household income trends for the 2-, 5-, 10- and 15-mile market radials around River Run Golf Links. (NGF consumer research has long shown a strong positive correlation between both age and income with golf participation).

- The population of **Bradenton** is about 57,000 as of 2022, while the population of the **Sarasota-Bradenton metro area** was about 750,000. Median household income is just over $50,000, or about 28% below the national median of $70,666. However, incomes are muted due to the high number of retirees in the area, as evidence by the median age of 45.3 years (U.S. median age is 37.9).
- **2-Mile Market ("Fall out of bed"):** There were about 32,000 residents residing in River Run's immediate local market in 2022, a number projected to grow to about 35,200 by 2027. The **median household income** is about 18.9% lower than the national median, while the **median age** of 41.7 years is moderately higher than the corresponding U.S. figure of 37.9 years. The overall percentage of White Americans in the local market is 50.8%, compared to 62.5% nationally. (Ongoing NGF participation research has long shown that Caucasians have the highest golf participation rate).

- The **10-mile defined primary trade area** is much more populated, with about 453,000 residents, projected to grow to 493,000 by 2027. The 15-mile market has about 610,000 residents, growing to 661,000 by 2027.
- **Population growth rates** between 2010 and 2022 show the Bradenton / Manatee County area to be one of the fastest growing in high-growth Florida. Projected growth rates in the submarkets are 3 to 4 times the national growth rate through 2027. Manatee County's growth rate is projected to be 63% higher than the State of Florida during that time, equating to an addition of about 43,000 net new residents by 2027.
- **Median Household Income**: Median Household Incomes in the 2- and 5-mile radial submarkets around RRGL are about 19% lower than the national median of $70,666, while the 10-mile market median income is about $1,000 lower than the US figure, and 15-mile market about $2,000 higher than the national number. For Manatee County overall, median household income is 6.2% higher than the national median. As noted above, there is a strong positive correlation between income levels and golf participation rates.
- **Median Age**: Except for the 2-mile "fall out of bed" market, all the radial submarkets show median ages much higher than the national median of 37.9 years. These figures range from 47.2 years within 5 miles to 50.4 years within 15 miles. Golf participation and frequency of play are positively correlated with age, except among the elderly.

Local Golf Demand and Supply Indicators

Below is a summary of key findings regarding the public golf demand and supply profiles in the trade areas for River Run Golf Links. This information derives from the NGF Demand Model (based on ongoing NGF golf participation research), NGF U.S. Golf Facilities Database, and NGF Golf Market Analysis Platform (GolfMAP).

- **Golf Participation Rate:** The golf participation rates (defined as having at least one golfer in the household) in the submarkets range from 18% lower (2-mile market) to 27% *higher* (15-mile) than the national benchmark rate of 8.1%. Higher ages and incomes in the broader markets primarily account for the higher participation rates.
- **Number of Golfers and Average Rounds Played per 18 Holes:** The 10-mile primary market for RRGL is home to an ±42,600 golfers. Based on facility self-reported and NGF-modeled activity levels, average annual rounds played per 18 holes of golf within the 10-mile submarket is about 49,000, or ***about 66% higher than the national average of about 29,500***.
- **Latent Demand:** Non-golfers who express an interest in playing golf comprise former golfers and those who have never tried. The demographic profile of latent demand tends to be more female and younger than the overall population. Surveys show these golf-interested non-golfers cite several barriers to entry into golf, including the cost and social aspects (no one to play with). NGF research projects about ±26,000 interested non-golfers living within the defined 10-mile primary trade area for RRGL. These interested non-golfers represent a well of prospects, some of whom can be activated with creative programming aimed at inviting and "onboarding" them into the game.
- **Golf Supply:** The 10-mile market for RRGL is home to a robust 32 golf facilities, including RRGL and 22 other public access golf courses. The 15-mile market has 43 total golf facilities, 28 of which are open to the public.
- **Golf facility closures** in the primary market area for River Run over the last 10 years include three public facilities, 18-hole Palm View Hills GC in Palmetto (closed 2015), Rolling Green GC in Sarasota (2021), and 27-hole Palmetto Pines GC (2017-18).
- **Supply-Demand Ratios (per capita supply)**: Due to the large supply of golf courses, the 10-mile primary trade area for RRGL has 36% fewer golfing households per 18 holes of public

golf than the national benchmark. However, imported demand from visitors and seasonal residents (the 10-mile radial market has more than 3,000 seasonal golfing households) is very substantial in this market and is not considered in this metric.

- **New Courses in Planning or Under Construction** – The NGF Golf Facility Database shows no new golf facilities currently in planning or under construction in RRGL's trade area. *Absent further golf course development, the market supply-demand dynamics will become more favorable for golf operators as population growth continues.*

Summary Golf Demand Measures – Local Markets					
River Run Golf Links	**2-mile market**	**5-mile market**	**10-mile market**	**15-mile market**	**Manatee County**
Golf Participation Rate	6.7%	8.2%	9.8%	10.1%	10.0%
Part. Rate Index (US = 100)	82	101	123	127	125
Number of Golfers	2,004	15,447	42,600	59,235	40,411
Interested Non-Golfers (latent demand)	2,017	11,688	25,687	34,377	24,066
Estimated Rounds per 18 holes	56,959	44,883	48,779	47,775	48,855
Golfers per 18H Index-Public (US=100)	74	142	64	74	69

Local Economic Factors with Potential to Affect Demand for Golf

Following is a summary of key economic factors that have the potential to affect demand for golf in the Bradenton / Manatee County area. **Sources**: City of Bradenton, including 2021 Annual Comprehensive Financial Report; miscellaneous online.

- The City of Bradenton is centrally located on the west (Gulf) coast of Florida, approximately forty miles south of Tampa. Bradenton encompasses 14.55 square miles and has a population of 56,442. Bradenton is the largest municipality in fast-growing Manatee County and serves as the County seat.
- Bradenton's top 5 employers as of 2021 are Manatee County School District (5,632 employees), Beall's Inc. (2,336), Manatee County Government (2,032), Publix (1,924), and Manatee Memorial Hospital (1,651). Other large private employers include Tropicana Products, Inc., and IMG Academy, each with about 1,000 workers. These and other mid-size and large businesses, along with organizations such as civic groups, churches, schools, etc., are candidates to hold outings at area golf courses.
- The recession years of the late 2000s had a large negative effect on the local economy, especially in the construction and real estate sectors. However, the City of Bradenton and Manatee County rebounded strongly and continue to boast a diversified economic base that relies on service, retail, light manufacturing, agriculture and particularly tourism.
- Recent economic indicators point to a stable local economy, including successive years of 5%+ increases in total taxable assessed values, declining unemployment rates now under 3% and, as of late 2022, a dozen private development projects within 15 miles of the city.
- Development and branding strategies primarily implemented by the City's three CRAs and *Realize Bradenton* resulted in a surge in interest in downtown Bradenton, which features new parks, restaurants, a recently completed 130-room hotel, and a new 500-space parking garage.
- The City is upgrading all street lights in the City to LED lamps to provide enhanced lighting. An expansion of Riverwalk started construction in March 2021 to double the size of the park and tie its east end to a redevelopment of Mineral Springs Park.

- Bradenton officials reportedly are considering the potential sale of City Hall, which could bring a mix of retail, hotel, office space, condominiums, and multifamily housing to the Manatee River waterfront. A consulting group found the development of the property would generate $656 million in regional economic output and about $4.8 million in city tax revenue.
- Tourism - Bradenton, along with Manatee and Sarasota counties, have enjoyed two consecutive years of record-breaking travel:
  - Sarasota County saw $1.5 million visitors that generated more than $1.7 billion in spending in fiscal year 2022, according to the Visit Sarasota County annual report.
  - The Bradenton Area Convention Center reports more than 3.5 million visitors took an overnight stay, day trip, or family visit to the county in 2022, an increase of 12% over 2021. The county's occupancy rates increased by about 6%.
  - Tourist Development Tax Revenue for the County has grown steadily from $14.7 million in FY19-20 to $22.8 million in FY21 and $28.5 million in FY22.
  - Approximately 3,500 new hotel rooms have been added across the Suncoast region in the past two years.
  - The Bradenton Area Convention and Visitors Bureau expects to see up to 6% growth in tourism in 2023 for the county, with Bradenton, Longboat Key and Anna Maria Island the key draws.
- The City finished the first phase of Riverwalk in the middle 2010s and it has become a very popular and successful destination along the Manatee River. City attractions in addition to the downtown corridor and Riverwalk include a "world-class" museum and "world-class" performing arts center.
- Bradenton has served as the southern home to Major League Baseball's Pittsburgh Pirates since 1968, providing a big boost to the local economy, especially in late February through March. The Pirates' practice facility is contiguous to River Run Golf Links.
- The Florida State League's Bradenton Marauders – a Single A affiliate of the Pirates - have played locally since 2010 and are another popular attraction; a Bradenton area CVB research study from 2019 showed the team's total economic impact to the community of $44 million dollars, mostly from the spend of out-of-town visitors.
- The Bradenton Area Convention Center is undergoing an expansion that will add a multipurpose ballroom to accommodate up to 900 guests and connect directly to a 252-room Marriott Hotel under construction. The hotel, slated to open in January 2024, will feature a rooftop restaurant and lounge, upscale accommodations, a resort-style pool that features an outdoor tiki bar and grill, and an open-concept lobby with restaurant and bar space.
- The Sarasota-Bradenton International Airport finished 2022 with a record-breaking annual passenger total of nearly 3.85 million, an increase of more than 21% over 2021. The steady increase in demand for flights and routes into the region has led to a $165 million expansion that is already underway.
- **Climate** – Bradenton, FL is a year-round golf market. The summers are long, hot, and wet, while the winters are short, cooler, windy, and generally partly cloudy. Over the course of the year, the temperature typically varies from *53*° to *89*° and is rarely below *40*° or above *93*°. About ±40 inches of precipitation fall annually, and the wet season is June through September.
  - The hot season lasts for roughly 5 months (mid-May to about October 10), with an average daily high temperature above 86°. August is the hottest month of the year, with an average high of 89° and average low of 76°.

- The cool season lasts for 2.7 months, from about December 10 to March 1, with an average daily high temperature below 74°. The coldest month of the year in Bradenton is January, with an average high of 71°.
- The length of the day in Bradenton varies from 10 hours, 24 minutes of daylight on December 21, to 13 hours, 53 minutes on June 21.

COMPETITIVE GOLF MARKET

Based on market knowledge, discussions with River Run's Golf Manager, the results of the NGF golfer surveys, and feedback from area golf operators, NGF has identified a representative subset of public golf courses (18-hole or greater regulation length) that comprises the primary – as well as a few secondary - competitors to RRGL. The competitor list is not intended to be exhaustive. Summary information regarding these competitors is shown in the tables below the facility map.

Competitive Facilities Map



Facility Summary Information – Key River Run Golf Links Competitors							
Golf Facility	**Location**	**Type**	**Year Open**	**Par / Slope**	**Front Tee/ Back Tee**	**Miles Distant to River Run GL**	**Range Stations**
River Run Golf Links	Bradenton	MU-18H	1986	70 / 124	4,709 / 6,293	-	0
Buffalo Creek Golf Course	Palmetto	MU-18H	1988	72 / 129	5,234 / 6,926	7 NE	75
The Club at River Wilderness	Parrish	DF-18H	1984	72 / 133	4,720 / 6,934	6.5 NE	40
Greens of Manatee Golf Course	Bradenton	DF-18H(E)	1963	61 / -	3,521	2.5 SW	10
IMG Academy Golf Club	Bradenton	DF-18H	1973	72 / 135	5,091 / 6,842	6 SW	14
Links at Greenfield Plantation	Bradenton	DF-18H	1998	72 / 130	4,944 / 6,719	5.5 E	20
Manatee Golf Course	Bradenton	MU-18H	1977	72 / 125	4,823 / 6,433	6 SW	25
Moccasin Wallow Golf Club	Palmetto	DF-18H	1987	72 / 136	4,590 / 7,089	8 N	10
Peridia Golf & Country Club	Bradenton	DF-18H(E)	1987	60 / -	2,749 / 3,373	2.5 SE	2
Pinebrook Ironwood Golf Club	Bradenton	DF-18H(E)	1970	61 / 101	3,122 / 3,752	5 SW	0
The Preserve Golf Club	Bradenton	DF-18H	2001	72 / 144	4,870 / 7,000	5.5 SE	5
The River Club	Bradenton	DF-18H	1988	72 / 147	3,880 / 6,830	7.5 SE	25
Terra Ceia Bay Country Club	Palmetto	DF-18H(E)	1985	62 / 111	2,915 / 3,905	5 NW	15

*Air miles from subject site, rounded to half-mile; actual driving distances will likely be greater.

Type: DF – Daily Fee; MU – Municipal; E - Executive

Summary Green Fee Pricing (Summer 2023) – Competitive Subset						
Golf Facility	**Peak Season Highest 18H Riding Rate**	**18H Prime Time Green Fee (Walk/Ride)**	**18H Midday Green Fee (Walk/Ride)**	**18H Twilight Green Fee (Walk/Ride)**	**9H Prime Time Green Fee (Walk/Ride)**	**Membership Program**
River Run Golf Links	$50	$21/$26	$17/$24	$17/$24	$14/$19	n/a
Buffalo Creek Golf Course	$80	-/$37-$45	-/$33-$37	-/$27-$29	n/a	Buffalo Pass $3,250/$4,750 +500 per dependent +$15 per round Creek Pass $4,250/$6,250 +750 per dependent Senior Pass $3,000 per person
The Club at River Wilderness	$89	-/$49	-/$39	-/$28	n/a	**Initiation / Single / Family** **Full Golf** $5,000 / $495 /$600 per month[1] **Young professional** $2,500 / $335 / $435 per month **Social** $2,500 / $125 / $160 per month
Greens of Manatee Golf Course	$33	Facebook only	no website	no rates advertised		
IMG Academy Golf Club	$95	-/$37	-/$37	-/$23 (rounds after 3pm are all 9H)	-/$23	**Platinum** - Unlimited golf: Age 40+ $5,341, Age 31-39 $4,131, Age 23-30 $3,405 / Family $6,676 **Gold** - Wkdays unlimited & Wkends >12pm $4,131 **Silver** - Wkdays only $3,305 **Bronze** - 20% off rack rate $844 / $1,105 Seasonal membership is based on membership level and the number of months
Links at Greenfield Plantation	$65	-/$40	-/$35	-/$35	n/a	n/a
Manatee Golf Course	$90	-/$34-$40	-/$25-$29	-/$19-$22	na	$2,695* Includes Manatee County & Buffalo Creek GCs
Moccasin Wallow Golf Club	$56	$40	$33	$28	n/a	$2,700 +$600 F/B min. / $5,150 + $1,200 F/B Limited >11am Jan-April & Nov.- Dec. $2,400 + $600 F/B min. / $4,400 + $1,200 F/B 6 month $1,900 + $300 F/B / $3,225 3 month $1,125 / $2,350 1 month $425

Peridia Golf & Country Club	$55	$35/$45	$28/$35	$28/$35	Open- 12pm $22/$30 12pm-5pm $18/$22	**Full Associate** $3,370 +$450 annual F/B min. (includes spouse) **Seasonal** $295 + $40 F/B per month (6 months max.)
Pinebrook Ironwood Golf Club	$58	$25/$34	$22/$31	$20/$26	$22/$26	Annual $1,739
The Preserve Golf Club	$75	-/$40	-/$30	-/$30	n/a	not advertised online
The River Club	$65	-/$40	-/$35	-/$35	n/a	not advertised online
Terra Ceia Bay Country Club	$45	$30	$30	$30	n/a	Walking/Riding - Single / Couple Annual $1,850/$2,500 / $2,550/$3,850 6 Months $1,525/$3,850 / $2,150/2,950 Also offers tennis, fitness, pool, social, & pickleball memberships
Fees as presented on website; some may include tax, others not; rounded to nearest half-dollar. 1. Additional annual fees include **Trail Fee**: Full Golf & Young Professionals - $1,820/$2,300; **Cart Lease**: Full Golf & Young Professional $1,920/$2,400; **F/B Minimum**: Full Golf $600/$1,200, Young Professional $600/$800, Social $600/$1,200						

Significant Findings – Competitive Public Golf Market

NGF Consulting research indicates the following significant findings for the competitive market that River Run Golf Links operates in:

- There is a variety of golf courses at different price/quality levels for consumers to choose from in River Run's primary trade area. Most of the public facilities in the competitive subset are decades old, with the most modern ones being The Preserve, opened in 2001, and Links at Greenfield, which opened in 1998. Except for Greens of Manatee GC (1963), the rest of the clubs opened in the 1970s and 1980s, including River Run in 1986.
- Based on feedback from River Run management staff, interviews with golfers and other area golf operators, and NGF market analysis (including visits to key competitors), NGF has identified the following facilities as the most relevant competitors to RRGL:
    - The two Manatee County facilities - Manatee GC and Buffalo Creek GC - appeared to be in average to good condition during NGF's visit. The Ron Garl-designed Buffalo Creek is the more highly regarded of the two, with Manatee GC appealing more to beginners and higher-handicap golfers. The two hosted almost identical number of rounds played in 2022, at just over 50,000. This activity level is well below that of River Run, though the two County courses are positioned at higher price points.
    - The Links at Greenfield Plantation – due to both its quality and proximity to River Run – is a key competitor. It is a well-conditioned and aesthetically pleasing course featuring lakes, wetlands, and abundant wildlife. The facility boasts a very nice bar/grill area, grab-n-go gazebo (staffed during peak demand times), aqua range, practice green, and two warmup nets.
    - Peridia G&CC is a quality golf course that is in good condition and is only a few miles from River Run GL. Though an executive layout, it is positioned at higher price points than RRGL, at least during the summer season.
    - The Preserve Golf Club, located within a gated community of the same name, is a family-owned facility that features an appealing layout and a nice modern clubhouse. The club has had recent trouble with its 23-year-old greens due to a variety of reasons, such as weeds and disease resulting from irrigation issues. Heavy play during peak demand (~ 235 rounds/day) also contributed. Management recently made the decision to go to 9-minute tee time intervals (previously was 7/8 like River Run) and to go back to posted pricing instead of dynamic pricing.
- NGF has also identified some key **secondary** competitors to RRGL, based on proximity, quality, and/or price point: The River Club, Moccasin Wallow Golf Club, Terra Ceia Country Club, and Pinebrook Ironwood Golf Club.
- The use of dynamic or demand-based pricing is now common among public courses in this market. At the top of the local public fee spectrum - $80 to $90 for prime time, **peak season** tee times - are River Wilderness, IMG Academy Golf Club, and the Manatee County golf courses. A second tier includes The Preserve ($75 peak fee) and The River Club ($65), while River Run's peak winter riding fees are in a similar range to facilities such as Moccasin Wallow, Pinebrook Ironwood, and Peridia G&CC. At just $54 for peak riding green fees in the winter season, RRGL is the "value" provider in the local market and is priced lower than even executive length golf courses Peridia and Pinebrook Ironwood.
    - River Run's fees are even further below "market" rate during the summer season. For example, RRGL's riding rates during the morning were $26, compared to a range of $37 to $45 for Buffalo Creek, $34 to $40 for Manatee GC, and $40 for Links at Greenfield Plantation.

- Based on prior NGF market research and our review of online rates in May 2023, we observe that green & cart fees at Bradenton / Sarasota area public golf facilities have generally increased by about ±15%, on average, since late 2020. This mirrors two national trends – increased pricing power and the necessity for golf operators to keep up with rising input costs. Area golf operators, including management at RRGL, have also told NGF that the peak season has pushed further into May.
- While several golf courses we visited appeared to be in better overall condition than River Run GL, the greens at RRGL compare favorably to those of the competing facilities and the City of Bradenton golf course's overall price/value proposition is strong, as evidenced by its high rounds played.
    - Most of River Run GL's competitors are better equipped to draw events such as larger charity outings and tournaments due to larger event spaces, more extensive food & beverage offerings, and presence of a driving range.
- Though the privately-owned competitive courses did not share actual rounds played data, NGF research indicates that most local and regional golf facilities continued to benefit from the surge in golf participation and demand that resulted from the pandemic. Overall, NGF estimates that annual rounds played among the public golf courses in this market remain about 10% to 15% higher, on average, compared to pre-pandemic levels.
- There is a relative lack of driving ranges proximate to River Run GL. The only public facilities with ranges within 6 miles of RRGL are Greens of Manatee GC (10 tee stations), IMG Academy GC (14 tees), Links at Greenfield (20-tee aqua range), The Preserve (aqua greens and only 5 stations), and Terra Ceia Bay CC (15).
- Several market public / semi-private golf facilities offer memberships that allow for unlimited green fees and other benefits:
    - Manatee County golf courses - as of July, 2022-23 season passes were available only to current passholders. $2,695 + tax is for both facilities and includes unlimited green and cart fees, small range basket (day of play), and 14-day advance tee times.
    - Peridia G&CC – Full Associate is $3,370 plus $450 annual food & beverage spend. Seasonal monthly memberships are also available for $295 + $40 F&B (6-month max.)
    - Club at River Wilderness - $5,000 initiation fee; single dues $495/month, family $600.
    - Moccasin Wallow - $2,700 single + $600 F&B minimum; $5,150 couple + $1,200 F&B. Variety of other programs available.
- The NGF Golf Facility Database shows no new golf facilities either in planning or under construction in the primary market area. The City of Sarasota's Bobby Jones Golf Club, now managed by Troon, is currently under reconstruction and will ultimately reopen this fall as a greatly enhanced golf facility comprising 27 holes (18-hole championship course plus 9-hole adjustable par-3 course), 67-bay driving range / practice facility / driving range starter house, and two on-course restrooms. Bobby Jones will also feature a 15,000 square foot clubhouse with full-service restaurant and outside veranda. Golf course architect Richard Mandell is managing the redesign with the intent of restoring the 18-hole course to include much of its original Donald Ross design. Total investment by the City of Sarasota will approach $30 million, including more than $9 million for the clubhouse.

BENCHMARKING

Area Municipal Golf Facilities

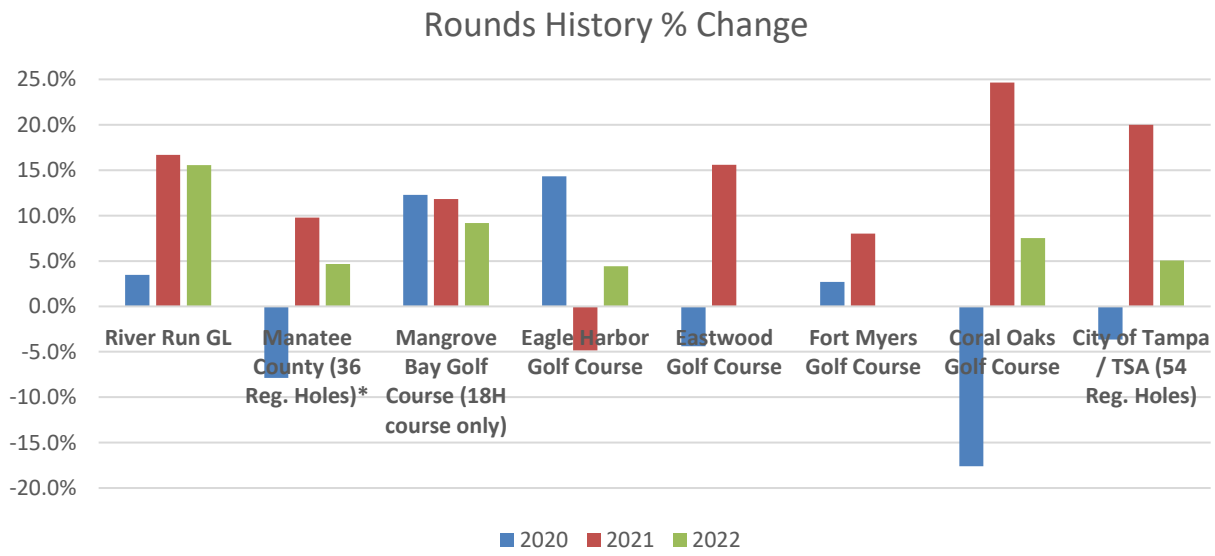
As part of our market analysis, NGF collected data from regional municipal golf operations for the purpose of providing a benchmarking comparison to River Run Golf Links. All the facilities are 18-hole regulation courses, with exception of the City of St. Petersburg's 27-hole Mangrove Bay, which includes a 9-hole par-3 course that was excluded from the analysis. Also, all the clubs are in the west-central Florida region except for Eagle Harbor Golf Club, which is in the Jacksonville market. Finally, all results are from FY 2022 other than the Fort Myers' facilities, Fort Myers CC and Eastwood GC (FY21).

We believe the results are instructive; however, the effort is not intended to provide direct apples to apples comparisons, as the sample size is relatively small and there are too many variables at play, including green fee price point, level of rounds played, operating structure (e.g., public vs. private labor), size of maintainable turf, etc. NGF summary observations regarding the FY22 data follow. The **full operations benchmarking table** can be found in Appendix D.

Rounds Played – FY20 – FY22:

	2020	2021	2022
River Run Golf Links	48,685	56,813	65,646
Manatee County (36 regulation holes)*	87,246	95,788	100,267
Mangrove Bay Golf Course (18H course only)	70,763	79,131	86,391
Eagle Harbor Golf Course	44,977	42,792	44,680
Eastwood Golf Course	51,938	60,044	n/a
Fort Myers Golf Course	65,260	70,502	n/a
Coral Oaks Golf Course	44,268	55,186	59,329
City of Tampa / TSA (54 Reg. Holes)	92,012	110,400	116,000

*18-hole equivalent rounds



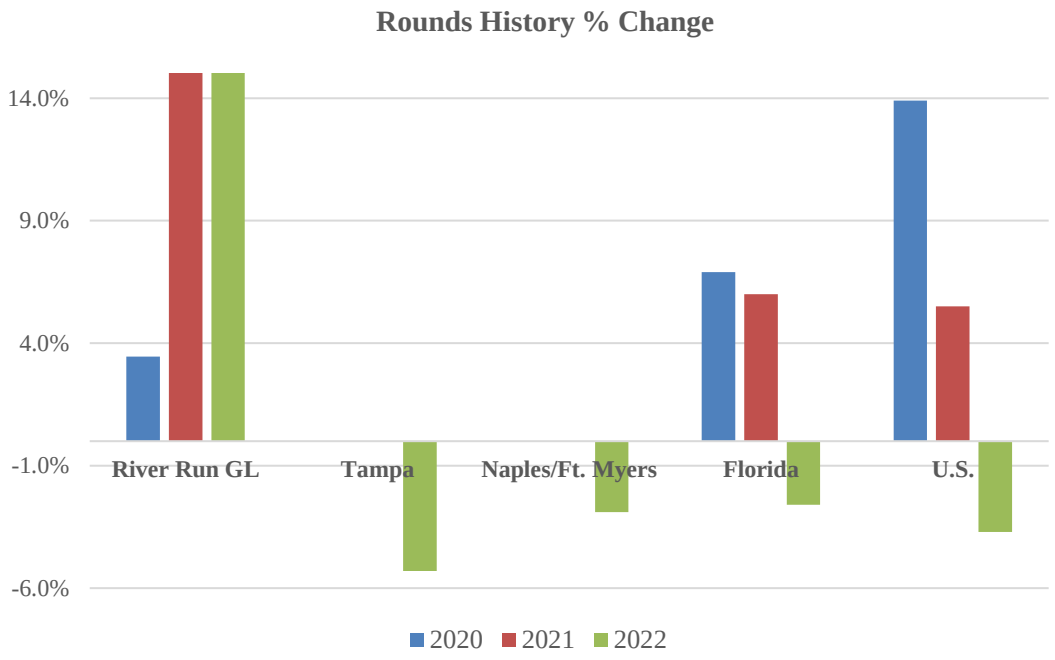
- River Run's 65,646 **rounds played** in FY22 exceeded the average rounds played per 18 holes from the referenced subset by 10.4%. RRGL, which trailed only Mangrove Bay's 86,000+ rounds in FY22 (Ft. Myers CC rounds were for FY21), hosted about 30% more rounds than each of the Manatee County courses (Manatee GC and Buffalo Creek GC), though these facilities do have higher average price points.
- **Total operating revenues**: Excluding three outliers that had more $3 million in annual revenue – Coral Oaks GC at $3.2 million, Eagle Harbor GC ($3.8 million), and Mangrove Bay ($3.7 million), RRGL is in a group with the Manatee County and City of Fort Myers courses that generated between $2.05 million and $2.3 million in revenue in FY22. The lower tier of performers comprises the City of Tampa (TSA) three municipal golf courses, which averaged $1.89 million in revenue in FY22. Overall, NGF concludes that River Run compares favorably to the group, given the absence of a driving range, as well as the small scale of the pro shop and food & beverage operations.
- **Total operating expenses**: Excluding the same three outliers - Coral Oaks GC, Eagle Harbor GC, and Mangrove Bay GC, which had expense budgets ranging from $2.9 million to $3.5 million, RRGL is again grouped with the Manatee County and City of Fort Myers courses, with total operating expenses in the range of $1.84 million to $2.22 million. The lower tier again comprises Tampa's three facilities, which averaged $1.24 million in expenses in FY22.
- Average **golf course maintenance** budget: NGF obtained maintenance expense data for five facilities, not counting RRGL and the three lower-end TSA courses (ave. budget of $574K):
  - Average **total maintenance expense** was $1.13 million, or 51% higher than RRGL's **estimated** $750K budget. Tampa courses averaged only $574K.
  - **Maintenance labor expense** ranged from ±$250,000 at the Manatee County courses, to about $500,000 for River Run budget (excl. retirement benefits), and an average of about $710,000 for Coral Oaks, Eagle Harbor, and Mangrove Bay.
  - **Labor cost as a percentage of the total maintenance budget** ranged from just ±23% at the privately run Manatee County courses to about 67% for River Run and Coral Oaks, and an average of ±60% for Eagle Harbor and Mangrove Bay.
  - Total **non-labor maintenance expense** averaged $608,000 for the five facilities, or about 59% higher than RRGL. The average **Chemicals** expense, including fertilizers, pesticides, herbicides, seed, sod, and sand, averaged $231,000, or nearly three times RRGL's $81,378 in FY22.

Rounds Played – River Run Golf Links vs. Regional and National Results

- As the table and chart below illustrate, River Run Golf Links has significantly outperformed the Tampa and Naples/Ft. Myers regional markets (data available for 2022 only), the State of Florida, and the overall U.S. in terms of rounds growth, with year-over-year increases of 16.7% and 15.5%, respectively, in 2021 and 2022. **Note**: Rounds figures for regions, state, and U.S. are calendar year vs. fiscal year for RRGL.
- River Run also performs very favorably against a subset of Florida municipal comparable facilities that NGF has recent experience with. As noted, the growth in RRGL rounds played for fiscal years 2020-21 and 2021-22 was 16.7% and 15.5%, respectively. These figures compare to respective averages of 12.2% and 5.1% for the regional comparables.

Rounds History % Change 2020 - 2022

	2020	2021	2022
River Run GL	3.5%	16.7%	15.5%
Tampa	N/A	N/A	-5.30%
Naples/Ft. Myers	N/A	N/A	-2.90%
Florida	6.90%	6.00%	-2.60%
U.S.	13.90%	5.50%	-3.70%



LOCAL / REGIONAL MARKET SUMMARY

Following are summary NGF takeaways from the Bradenton / Manatee County area market analysis:

- While the demographic profile in immediate proximity to River Run GL is not predictive of high golf participation and demand, the primary 10-mile trade area shows participation rates that are 23% higher than the national benchmark of 8.1%. Higher ages and incomes in the broader markets account for the higher participation rates.
- Due to the robust supply of golf courses, the 10-mile primary trade area for RRGL has 36% fewer golfing households per 18 holes of public golf than the national benchmark. However, imported demand from visitors and seasonal residents is very substantial in this market and not captured in this demand-supply metric.
- Public golf courses in this regional market are very active compared to the national benchmark. Average annual rounds played per 18 holes of golf within the 10-mile submarket is about 49,000, or ***about 66% higher than the national average of about 29,500.***

- Like most golf courses across the nation, River Run and other regional facilities have experienced a significant increase in rounds played resulting from societal changes during and after the Covid-19 pandemic. While some of the demand uptick may ultimately prove to be transitory, proactive operators across the country are identifying new customers and finding ways to engage them in the golf experience with the intent to turn many of them into committed golfers.
- At just $54 for peak riding green fees in the winter season, RRGL is positioned as the "value" provider in the local market and is priced lower than even executive length golf courses Peridia and Pinebrook Ironwood (fees). River Run's fees are even further below "market" rate during the summer season. RRGL appears to have room to increase green/cart fees to keep up with increasing input costs, especially labor.

Golf Course Physical Assessment

This section presents findings and recommendations relative to the NGF Consulting team's evaluation of the River Run Golf Links. The physical evaluation was conducted on May 30, 2023 by NGF and ASGCA golf course architect, Richard Mandell, President of Richard Mandell Golf Architecture (RMGA). Findings and recommendations presented in this section are based on the evaluation, as well as discussions with RRGL's General Manager and Superintendent, and the City's City Administrator and Public Works Director. This report of conditions and recommendations comprises three main sections:

1. Summary of Recent and Planned Improvements to River Run Golf Links.
2. Golf Facility Condition Assessment - after a brief synopsis of the history of River Run Golf Links, we provide assessment, discussion, and recommendations related to RRGL:
    - Design – Routing and Features
    - Infrastructure and Conditions
3. Golf Course Improvement Recommendations:
    - Improvement Recommendations Summary
    - Renovation Phasing Discussion and Recommendation
    - Construction Considerations
    - NGF Preliminary Improvement Cost Estimates

NGF Director of Consulting, Ed Getherall, and Golf Course Architect, Richard Mandell, visited River Run Golf Links on Tuesday, May 30th to review the golf course and ancillary facilities, including the clubhouse and maintenance facility. The NGF team met with River Run's General Manager, Superintendent, and Assistant Golf Professional, as well as Bradenton's Public Works Director and City Administrator, to gain their perspectives on the golf facility and golf operations. Mr. Mandell toured the course with the Golf Course Superintendent, while Mr. Getherall toured the property with the G.M.

Playing just 6,318 yards from the back tees, the course does not attract many of the better golfers despite its relative narrowness, a key marker for the better players in determining challenge. (This narrowness does result in a Blue tee slope rating of 124, compared to the average of 113). Yet the primary strategy of the golf course is to hit straight down those narrow fairways or be penalized by trees on both sides. Ironically, this strategy becomes a problem for players with higher handicaps, who tend to hit stray shots to both sides of a golf hole. The fairways average approximately 28 yards in width. The narrow fairways at River Run should attract lower handicappers (i.e., more skilled golfers), but the limited length and relatively uninteresting course features constrain demand from this cohort.



Hole #3: Narrow fairway creates penal strategy.

RECENT & PLANNED IMPROVEMENTS

While no large-scale infrastructure-related projects have been undertaken at River Run GL, the City plans two major improvements for 2025 – construction of new greens and installation of a new irrigation system. In terms of maintenance equipment, the goal is to replace two pieces per year, though NGF was told there is currently a backlog. The improvements (not exhaustive) below have been made to RRGL since 2016:

Golf Course:

- Replaced Tifdwarf Bermuda turf on #8 green with Diamond Zoysia (2016).
- Restructured, filled and sodded bunkers on hole numbers 1, 4, 8, and 9 in 2022.
- Trimmed back Brazilian Peppers on hole numbers 2, 3, 4, 11, 12, 13, 14, 17, 18 fairways (ongoing).
- Trimmed large trees on hole numbers 2, 4, 7, 9, 11, 12, 14 (2021).
- Planted 50 new trees (Olive, Palm, Pine) in 2020.
- Fixed drainage issues on hole #10 (right side), #12 tee, #17 (2020).
- Built new tee on holes #11 and #18 (2019).
- Replaced bridge on #16 (2021).

Other:

- Replaced golf cart fleet with 80 new (leased), high-quality Yamaha vehicles in 2022.
- Replaced pro shop flooring in 2022.
- Installed new air conditioning unit in clubhouse (2022).
- Installed new hitting nets (2021).

CONDITION ASSESSMENT - STRUCTURES / AMENITIES

While NGF's scope did not include an evaluation of the structural integrity of the RRGL clubhouse or other structures, we provide a high-level assessment of conditions.

Clubhouse Area

The River Run clubhouse is a single-story frame construction building of approximately 4,000 square feet that dates back to the opening of the club in the middle 1980s. The golf facility shares parking with the Pittsburgh Pirates practice facility; there are approximately 130 spaces, with room for expansion. While some updating to the building interior, such as replacement of the pro shop flooring, has recently been done and more is planned, the exterior of the building gives an "outdated" impression and needs refreshing. Other thoughts on the clubhouse building:

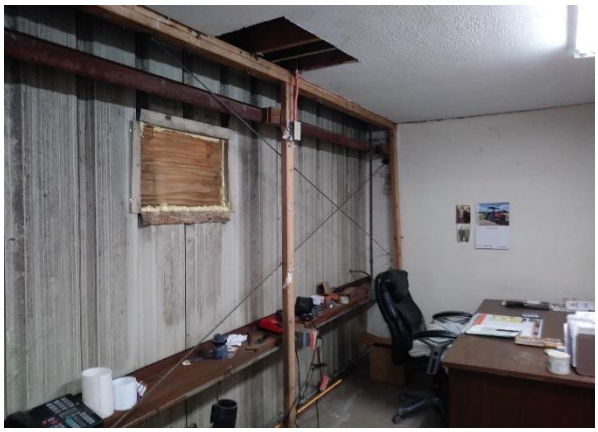
- There is a lack of curb appeal and no sense of entrance when one arrives. Also, the building entrance is not well-defined.
- The entrance is subdued and doesn't stand out.
- It is difficult to distinguish the clubhouse from the cart barn upon arrival.
- The cart staging area seems to be of sufficient size.

Maintenance Building and Cart Barn

The River Run maintenance building was built in 1993, while the cart barn dates to the opening of the club. While the facilities seem generally sufficient to perform their functions and do not need short-term reconstruction, they could certainly be improved. The interiors of each building, including the roofs, need repairs. Additionally, the employee area of the maintenance building is very substandard – NGF has found that having a clean, modern "lunch room" can boost employee morale and one that is in poor condition can convey that the employer does not appropriately value them, potentially detracting from work effort and motivation. Upgrades to the maintenance building were on the list of planned improvements provided to NGF for this study.



Roof in need of repair in River Run maintenance building.



Superintendent office in River Run maintenance building.



Roof in need of repair in River Run cart barn.



Roof in need of repair in River Run cart barn.

Practice Amenities:

River Run Golf Links has a practice putting green but not a driving range. The putting green appeared to have some dead areas. There are two warm-up hitting nets (replaced in 2021) between the practice green and the first tee.

On-Course Amenities:

There are no permanent on-course restrooms at River Run GL. There are Port-o-Potties right of hole #7 green and right of #14 fairway. The absence of clean, permanent restrooms is a deterrent for some golfers when choosing a golf course. Having only port-o-potties is a factor that suppresses play from female.

CONDITION ASSESSMENT – GOLF COURSE

The NGF team, including Richard Mandell Golf Architecture, has observed that all elements of the golf course infrastructure of River Run Golf Links have outlived their expected life cycle. All features on a golf course eventually break down from the effects of nature and maintenance practices. The length of their life cycles is directly related to the quality of materials used in construction, proper installation, and original construction specifications directing that installation.

Below is a list of golf course features at River Run, along with their respective ages and expected life spans as determined in a joint-venture study by the USGA Green Section, Golf Course Builders Association of America, and the American Society of Golf Course Architects in parentheses (Life Cycle Chart, Appendix E). Following the table is an assessment of some of River Run's key components as observed in spring 2023.

Component	Age	Life Expectancy
Tee Boxes (1986):	37 years	(15 - 20 years)
Irrigation Control System (2005):	18 years	(10 - 15 years)
Irrigation Mainline PVC (1986):	37 years	(10 - 30 years)
Irrigation PVC Laterals (1986):	37 years	(10 - 30 years)
Irrigation Heads:	1-37 years	(10 - 15 years)
Irrigation Pump System (1994):	29 years	(15 - 20 years)
Asphalt Cart Paths (1994):	29 years	(15 - 30 years)
Golf Course Drainage (2005):	18 years	(5 - 15 years)
Sand Bunker Drainage (2005):	18 years	(5 - 15 years)
Sand Bunker Liner:	N/A	(5 - 15 years)
Putting Greens (2005):	18 years	(15 - 30 years)
Putting Green Turf (2005):	18 years	(15 - 30 years)

Greens

All the greens currently have Tifdwarf Bermuda surfaces except for hole #8, which has Diamond Zoysia due to shade issues. While most of the greens were in relatively good condition during our visit in spring 2023 (especially given that very little rainfall occurred in the previous 4 months), several issues will require that they soon be reconstructed. Although the greens were rebuilt to USGA specifications and re-grassed in 2005, heavy salt issues resulting from the reclaimed water that irrigates the course have sped up the relative age of the turf and drainage quicker than if salt was not a problem.

Turfgrass (fairways, tees, etc.)

The condition of turf elsewhere is fair to poor due to factors such as aging infrastructure, tree encroachment, and drainage issues. Poor turf growth on tee boxes and in fairways will only increase over time as the life cycle of turf is similar to that of greens (15-30 years). In addition, new turf varieties have been developed that require fewer fertilizers, pesticides, and less water. Future addition of new turfgrasses at River Run must be accompanied by tree removal to minimize shade issues evident throughout the course.



Poor turf conditions due to lack of chemicals.



Poor turf conditions from shade cast from tree encroachment.

Bunkers

River Run GL features many large, artificial looking sand bunkers that add little strategic value and are inefficient to maintain. Bunker drainage is also an issue as some show signs of water-holding in the bottoms. Although many bunkers appear to have new sand added, investment in new sand for the remaining bunkers is inadvisable until drainage is updated. In addition, bunker faces and edges show signs of erosion. Those same edges create mowing challenges due to the steep rise from fairway to bunker edge and should be redesigned to minimize such steepness.

Drainage

A variety of drainage issues must be addressed. There is an overall lack of internal drainage on the golf course resulting from the initial construction process. Although drainage has been added over the years, nothing of significance has been added since 2005. In the intervening years, settling has created numerous isolated water-holding pockets that limit the ability to mow daily and create undesirable playing conditions.

Cart Paths

In addition to exceeding their expected life cycle, the cart paths are just five to six feet wide. They should be re-built to industry standards of eight feet wide (one-way traffic) and twelve feet (two-way traffic). Re-design of the cart paths to minimize their visual impact should also be undertaken because they cross the fairway in front of the tees on thirteen of eighteen holes.



Cart path crosses hole in front of fairway on 13 holes.

Irrigation System

The City has slowly been converting the existing irrigation heads from Rainbird to Toro as material has become available. Despite this conversion, RMGA recommends replacing the entire system, as all of the other components (control system, pipe, pump system) have outlived their life cycles and to eliminate the piece-meal nature of the irrigation heads and control boxes (both Rainbird and Toro). The City plans to replace the irrigation system in 2025.

LACK OF STRATEGIC INTEREST

Ten of the fourteen par-4 and par-5 holes at River Run are of a penal strategy defined as having only a single route from tee to green. Golfers must play straight down each fairway and, if they fail, shots will go into trees on both the left and right sides of the fairway. There is no other option for the golfer. This strategy contributes to slow play and increases the difficulty of play for the lesser-skilled despite the relative flatness of the property. Both par-5 tee shots (9 & 11) are included in this assessment. While each par-5 is a dogleg-right, which presents some strategic choice, they are carbon-copies of each other.

The remaining holes do provide some strategic options. Dogleg par-four holes, such as #1 and #7, are designed to allow golfers to cut the corner to gain an advantage. Other holes, such as #12 and #14, would be more strategically challenging if the fairways were widened enough for players to experience an advantage by playing down one side or the other to avoid a hazard.

Despite the penal or strategic nature of the golf holes at River Run Golf Links, fairways average only 28 yards in width, or a similar width to that of PGA TOUR sites that challenge the best golfers in the world on a weekly basis. RMGA recommends that any improvements to River Run include widening of the fairways (35-45 yards wide) and increased strategic variety from hole to hole.

Finally, there is some repetitiveness to hazard locations from hole to hole. Specifically, both par-five holes have the same pond located in the corner of the dogleg. Also, many greens have a single bunker blocking the front left quadrant of the putting surface, such as Hole numbers #1, #4, #6, #8, #12, #13, #15, and #16.



The penal nature and subsequent slow play of #14 is mostly a result of encroaching trees from the left side forcing golfers to chip out because they can't carry the ditch.

OUTDATED DESIGN CHARACTER

Designed and built in the late 1980s, River Run Golf Links' golf course features resemble a specific era of golf construction that was characterized by utilizing large machines to create what are called large-scale golf course features. They are large enough to seem out of scale with the golfers as well as their existing surroundings. These are also described as features that have the same smooth slopes at the same angle with very little variation from feature to feature. In other words, they are very geometric forms that lack visual interest.



Characteristic design aesthetic of the era (#16 green)

In addition, the same features are replicated from hole to hole. For instance, many greens complexes are characterized by the same exact single mound as a focal point to the back right of the putting surface. This feature can be found on Holes #1, #5, #8 through #13, #15 (although a second mound is back left), #16, and #18. The mound behind #17 is in the middle but has the same dimensions as the others. Hole by hole design notes can be found in Appendix F.

Another characteristic of this era of construction is the tendency to build sand bunkers completely above grade. The prevailing thought was that the bunkers will drain if the floors were above existing grade. The resulting architecture makes these bunkers less than effective as hazards because only golf balls specifically hit into these hazards on a fly will be penalized. Rolling shots will be deflected back into the fairway or rough. At River Run, the result is a lot of bunker maintenance and only a handful of bunkers adding to strategic value. Finally, most bunkers appear to not fit properly into the ground (i.e., as if they're lying on top).

CONCLUSION - COMPLETE RECONSTRUCTION

While River Run Golf Links has enjoyed recent success with positive net income and rounds played increasing significantly to 65,000+ in FY22, the age of the golf course's component parts will soon necessitate a major overhaul of the course. Current conditions are sub-par by industry standards, especially in terms of the turfgrass from tee to green. The NGF team believes that, as years pass, it will become increasingly difficult for maintenance staff to provide a sufficient amount and quality of turf to play from, despite River Run's affordability.

The design character of River Run Golf Links is a subjective matter that may appeal to some but not to others. Therefore, the character of the golf course is not a single reason to renovate the golf course, especially one that now logs 65,000 rounds annually. However, the age of the golf course infrastructure is a very objective metric that fully justifies the reconstruction of the golf course. NGF and RMGA recommend that the City of Bradenton begin planning to rebuild River Run Golf Links because all the

golf course features and construction components (drainage pipe, irrigation, etc.) have significantly exceeded industry standard life cycles. Because the facility is profitable now, it could be an ideal time to begin putting a funding plan together. (NGF has observed that there has been a large pent-up demand for golf course builders for major renovation projects, so planning well ahead is critical).

While we cannot definitively predict when one or more key components of infrastructure will give out, experience tells us that a piecemeal, triage approach to addressing problems can work for only so long. There is also an opportunity cost in terms of product quality when maintenance resources and staff time are frequently diverted to making emergency, stop-gap repairs. At some point in the relative near term, it will become evident that it is time to undertake a full facility renovation that will keep River Run Golf Links viable for the next 30 to 40 years. The "trigger point" could be a catastrophic failure (e.g., irrigation system fails, greens lost to disease) or, more likely, a downward spiral in rounds played and revenue.

Redesign Considerations

The NGF team believes that the necessity to rebuild the entire golf course also offers an opportunity to undertake a re-design and re-branding of the golf layout to provide a modern aesthetic appearance and increase strategic variety. A new, modern layout should appeal to a broader range of golfers while not increasing the golf course's difficulty. Rather, the enhanced design would provide lesser-skilled and new golfers a chance to experience the architectural interest found at higher-quality market facilities. An effect of this is broader appeal and retaining golf customers after their abilities improve to the point of desiring more challenge. Adding design interest and features will not result in an increase in renovation cost versus rebuilding everything in place.

A re-design should include the following specific design tasks:

- Re-design of the ninety-degree dogleg thirteenth hole.
- Clear trees along the left side of the fourteenth hole to improve playability by allowing golfers to play their second shot to the green from that side rather than lay up to in front of the crossing hazard and consideration of a permit to pipe the crossing hazard.
- Re-design both par-five holes so they are different.
- Seek out places to increase length to attract additional golfers, such as holes #1 and #2. (This should not be interpreted as making the course more difficult for the core River Run golfers).

In addition, the following improvements can be realized through the process:

- Clearing of trees to widen playing corridors and improve pace of play.
- Removal of invasive species such as Brazilian Pepper.
- Reduction in sand bunker square footage as most existing bunkers are unnecessarily large.
- Elimination of the repetitiveness of each green complex, with each new green having its own character.
- If possible, replace rip rap around water features with native grasses for erosion control.
- All golf course features can have a more natural appearance.

Preliminary Cost Estimates for Renovation – River Run Golf Links

The following table summarizes preliminary estimated costs for a golf course renovation of River Run Golf Links, based on RMGA's expertise and experience, as well as conditions observed during late May 2023. We note that the numbers shown represent the mid-range of estimates prepared by RMGA. The City should also note that we have *not* included a contingency line item. For preliminary planning purposes, the City should figure on contingency to be about 10% of construction costs.

The estimated total is about **$7.25 million**, including mobilization and golf course design / engineering fees. It does ***not*** include costs related to repairs to structures, such as the clubhouse, maintenance building, or cart barn, nor the addition of on-course restroom(s). The table on the following page comprises a line-item cost estimate to completely rebuild the River Run Golf Links, with additional clearing (costs in 2023 dollars). The NGF team has observed that there has been a large pent-up demand for golf course builders for major renovation projects. Should the City decide to go forward with a renovation of RRGL, we recommend that it begin lining up the funding for the project and initiate the planning process as soon as possible, especially if the goal was to undertake the project during the next several years.

River Run Golf Links Construction Costs
Rebuild In Place or Re-Design Richard Mandell Golf Architecture City of Bradenton, Florid
6-19-2023

Item					
PROJECT PREPARATION					
Layout/Staking	$ 50,000.00	LS	1.00	$ 50,000.00	$ 50,000.00
CLEARING/DEMOLITION					
Spray and Rotovate Existing Turf (AC)					$ 1,525.00
Clearing & Grubbing (AC)					**$** 12,375.00
Clearing & Grubbing of Vegetation (AC)					$ 7,333.33
Selective Clearing					$ 450.00
Removal of Bridges					$ 4,500.00
Removal of 6' Cart Path (Onsite LF)					$ 2.03
Removal of 12' Cart Path (Onsite LF)					$ 4.06
EROSION CONTROL					
Erosion Control (LS)					$ 100,000.00
Tree Protection					**$** 170,000.00
BULK EARTHWORK/SHAPING					
Bulk Earthwork					$ 3.74
Golf Course Feature Shaping					**$** 250,000.00
DRAINAGE					
Storm Drainage (LS)					$ 175,000.00
TEE CONSTRUCTION (41)					
Tee Complex Construction (SF)					$ 0.48
GREENS CONSTRUCTION (19)					
USGA Greens Construction (SF)					5.66
SAND BUNKER CONSTRUCTION (34)					
Better Billy Bunker Complete Project (SF)					$ 6.78
Bunker Sumps					**$** 600.00
IRRIGATION					
Irrigation System/Pump Station Improvements (LS)					$ 2,000,000.00
BRIDGES (4)					
Bridges					$ 75,000.00
Bridge Abutments (Set of 2)					**$** 35,000.00
CART **PATH CONSTRUCTION**					
8' Asphalt Cart Path Const. (LF)					$ 43.00

12' Asphalt Cart Path Const. (LF)					**$** 64.50
SEEDBED PREPARATION Seedbed Prep (AC)					$ 1,905.00
Soil Amendments (AC)					**$** 681.67
GRASSING Sprigging Fairway Areas with Celebration Bermuda (AC)					$ 2,241.67
Sprigging Rough Areas with Celebration Bermuda (AC)					**$** 2,241.67
Sprigging Tees with Celebration Bermuda (AC)					$ 0.14
Sprigging Greens with TifEagle Bermuda (SF)					$ 0.74
Sod Tee Surrounds with Celebration Bermuda (SF)					$ 0.56
Sod Bunker Surrounds with Celebration Bermuda (SF)					$ 0.56
Sod Green Surrounds with Celebration Bermuda (SF)					$ 0.56
Native Grass Areas (AC)					$ 2,400.00
SUBTOTAL					
SOFT **COSTS**					
Mobilization	$ 197,362.10	3%	1.00	$ 197,362.10	$ 197,362.10
Golf Course Design / Engineering Fees					**$** 450,000.00
TOTAL ESTIMATED CONSTRUCTION COSTS					

SHORT-TERM CAPITAL IMPROVEMENT PRIORITIES

The NGF team has also identified some short-term, high-priority improvements that, except for the clubhouse exterior, are "mission-critical" and/or related to potential safety/liability issues at the golf course. These items, summarized below, won't need to be replicated in a full golf course renovation. Therefore, the expense for each will be an investment for the future that will not need to be undertaken again. We recommend the following capital improvement priorities for River Run Golf Links until funding becomes available to rebuild the golf course:

1. **Rebuild all bridges** on the golf course.

   COST: $440,000

2. **Create no-mow areas of native grasses** to minimize daily weekly mowing. These areas only require mowing once a year. RMGA has identified approximately 11.02 acres of no-mow area. (See Appendix G)

   COST: $44,000

3. **Clear trees and invasive vegetation** to increase playability and improve views. RMGA has identified approximately 6.04 acres of clearing to widen fairways to approximately forty yards.

   COST: $60,000

4. **Paint the clubhouse exterior** a contrasting color from cart barn and change facade facing the parking lot to include a new entrance and windows.

   COST: $25,000

5. **Remove some sand bunkers** to increase maintenance efficiency and likely increase pace of play. RMGA has identified several sand bunkers that can be removed without negatively affecting strategy or the overall quality of the golfer experience at River Run. These include a fairway bunker on hole #9 and greenside bunkers on #4, #11, #15, #17, and #18. Though we believe the project can be done in-house by RRGL staff, we have estimated the following "retail" costs to fill in bunkers, remove sand and drainage, clean up the ground, and sod over:

   - Right side of #4 Green: $4,750
   - Left fairway bunker on #9: $5,050
   - Front left greenside bunker on #11: $4,800
   - 2 bunkers behind green on #15: $4,500
   - Right greenside bunker on #17: $4,100
   - Back greenside bunker on #18: $4,200

POTENTIAL OPPORTUNITY – NEW DRIVING RANGE (MIXON PROPERTY)

NGF was told there is the possibility of the City obtaining additional land (part of adjacent Mixon Property) for a possible driving range that would be accessible past the #9 green. The subject site is approximately 150 feet wide by 300 yards deep and appears to be physically feasible to safely accommodate about 15 teeing stations. However, it would require netting on both sides and the back of the range, the cost of which could be considerable.

Another consideration may be that a driving range at RRGL might not be conducive to positioning it as a practice or a practice/entertainment-only destination, based on location (surrounding land uses, demographics, traffic on 27th St. East) and other factors. Rather, it might likely get its most use as a warm-up / practice venue for golfers already on site for a round of golf. Still, it would generate revenue and could also generate demand for rounds of golf, food & beverage, etc.

The key to determining financial feasibility, other than potential demand, are the acquisition and construction costs. Other start-up costs would include a range ball machine, supplies (mats, balls, etc.), landing area turf, target greens, etc. Ongoing operating expenses would include nominal labor (e.g., ball-picking, mowing, maintenance), replacement balls, mats, etc. In summary, the NGF team believes the site is physically feasible but would require extensive netting. So, a dedicated financial feasibility would be the next step if the Mixon owners make a formal proposal to the City for the property. Another consideration for the City would be to issue a Request for Expression of Interest (RFI) for an alternative golf entertainment-oriented use (e.g., modern-style upscale miniature golf) on the site via a lease arrangement with the City.

Operational Considerations and Recommendations

Below, NGF provides summary overviews and recommendations for key facets of the River Run Golf Links operation. We have observed that RRGL is a basic operation that generates a very high percentage of its revenues through golf playing fees, as there is no driving range and only small-scale merchandising and food & beverage revenue centers. Additionally, over the last couple of years, River Run has been near capacity during its peak demand times, obviating the need for vigorous marketing, direct selling, and programming campaigns. As such, NGF has focused its review on 'big picture' issues, supplemented by discussion of 'best practices' in other areas.

MANAGEMENT ALTERNATIVES

River Run Golf Links' current management structure is full self-operation with City employees, some of which are unionized. Below are descriptions of the most typical management / operational options for public agency (i.e., "City" as referred to below) golf courses. In our experience, there is no ideal operating scenario that fits all situations, and each public entity must arrive at its own unique approach to operation and maintenance. The most common management options are shown below (these are not intended to be exhaustive, as there are hybrids and variations thereof).

Self-Operation: In this form of management, the municipality is in direct control of the golf operation, and all golf course staff are public employees, with on-site management reporting to a City staff member (Director of Public Works in the case of Bradenton; often the Director of Parks & Recreation). The municipality earns all revenues and is responsible for all expenses and capital improvements.

The **primary advantage** is that the City has control of the day-to-day operation of the golf course for maximum benefit to the community. Also, there is no obligation to pay an annual management fee. The chief potential **disadvantages / challenges** include:

- The potential lack of expertise in overseeing and operating a golf course.
- Finding, hiring, and / or retaining qualified personnel can be a cumbersome and time-consuming process.
- The City retains all risk associated with low revenue and / or high expense.
- The cost of labor (including benefits) is typically higher in the public sector, often by a considerable amount.
- There will be less of a "buffer" between golf course patrons and the City (in contrast to having a private operator on site).

Full-Service Management Contract - Fixed Fee: This option involves the municipality hiring an independent third-party to manage all aspects of the golf course in exchange for a pre-determined fixed management fee – typically in the range of 4-6% of facility gross revenue. The municipality earns all revenues, is responsible for all expenses, funds capital improvements, and pays a management fee to the operator.

- **Advantages** to this strategy include potential savings with a private labor vs. public labor expense structure; the benefit of expert, professional management; ease of procurement of goods and services, and access to national purchasing, marketing programs, etc. if a larger national firm is chosen.

- The potential disadvantages include some loss of City control over day-to-day operations; lack of a performance-based financial incentive for the operator under a fixed-fee arrangement (we note, however, that public employees may not have financial incentive in the operation either, beyond job retention); and, the obligation of the fixed management fee, regardless of yearly variations in performance.

Full-Service Management Contract - Fixed Fee + Variable Component (i.e., "Hybrid"): Increasingly, NGF Consulting has been observing management agreements in which total compensation to the contractor comprises both a fixed fee component and an additional incentive-based, or variable, component (most typically gross revenue-based) that allows the operator and municipality to share in the risk of the operation. The basic structure of the management agreement is the same – the municipality earns all revenues, is responsible for all expenses, and pays a management fee. However, the principal potential advantage of this "hybrid" scenario is financially incentivizing the operator with respect to the revenue performance of the golf facility. The variable part of the compensation may also be tied to meeting other performance standards, such as those related to customer service, etc.

Operating Lease: Some municipalities lease their entire golf facilities to a private operator in exchange for an annual (or monthly / quarterly) lease payment and / or capital improvement considerations. (This is the structure in place for the Manatee County golf courses). NGF experience tells us that for these agreements to be sustainable through good years and bad, they must be win-win arrangements in which the operator has a chance to recoup investment in the golf course, equipment, and structures, *and* make a yearly profit.

- The **advantages** of this option from the City perspective are the avoidance of financial subsidy of the golf course (at least in theory – we have seen many an operator vacate a lease prematurely), the collection of rent / lease payments each year, and, depending on the length of the contract and rent terms, having an outside party pay for some or all needed capital improvements.
- The key **disadvantage** for a City is that it has very little control on the day-to-day operations, including policies, procedures, and fees. However, these agreements can be crafted to preserve some public purpose for the golf facility (e.g., accommodations for local high school teams) and to ensure certain quality and conditions are met by the operator.

Concession Agreements: These are similar to lease agreements and can come in several types or combinations. The typical areas of operation for concession agreements include Pro Shop and Food & Beverage, the latter of which is by far the most common concession at municipal golf courses.

- Concessions allow a municipality to shift some risk and payroll to one or more private entities that also have specialized expertise in a particular service area.
- A potential disadvantage of this structure is that there may be a misalignment of interests between concessionaires, or between a concessionaire and the municipality operating the golf course.

Privatized Golf Course Maintenance: A contract with a private company for only the golf course maintenance function can be thought of as a type of concession. Within this framework, there are several variations for how the rest of the facility is operated (e.g., public employees, other concessionaires). An example in this regional market is the City of Dunedin, which recently entered into a three-year private maintenance agreement for Dunedin Golf Club for $2.37 million (with annual CPI adjustments), including all equipment.

- The main advantage of private maintenance is cost savings, as a municipality may experience significant savings over the cost of public labor and benefits. Additionally, private entities may have efficiencies and specialized expertise that result in improved course conditions, though this is far from a guarantee.

- A potential disadvantage of this structure is that a municipality may be given an "all-in" bid for services (such as in Dunedin) and the vendor may need to cut corners in a rising cost environment to preserve their profit.

NGF Commentary

While about 45% of municipal golf courses in the U.S. are self-operated, NGF's Golf Facility Database (every facility updated annually), supplemented by extensive periodic survey research of municipal golf facilities, shows that the percentage of municipal golf facilities managed by third-party vendors (*excluding* full-facility leases) steadily increased from less than 15% in 2010 to about 25% in 2020.

On the revenue side of the equation, it is difficult to precisely quantify the benefit of hiring an expert outside management company. However, NGF has found, through many years of working with municipal clients, that in most cases the cost of the annual management fee more than pays for itself through advantages such as the expertise of the large national operators, savings on labor costs, the benefits of access to regional / national marketing and purchasing programs, procurement advantages, etc. On the expense side, savings can be considerable with respect to the labor budget, though the degree is variable depending on market and local labor laws. Similarly, maintenance-only agreements can result in significant labor cost savings, but there is no guarantee that golf course conditions will improve.

There is no "one size fits all" solution to choosing a management structure. Each municipality must weigh the various pros, cons, and other variables related to factors such as desired level of control over day-to-day operations, operating expense differences, ease of hiring / firing, how "nimble" the City is with respect to procurement of goods and services, public policy objectives, potential revenue advantages of outside professional management, etc.

The optimal management structure for municipal golf assets depends on several considerations unique to the individual City, including:

- Public policy – some municipalities fundamentally value having public employees run publicly-owned facilities.
- The City's internal analysis of potential cost savings with conversion away from public labor and benefits.
- In the case of conversion to a privatized structure, would existing facility employees get jobs elsewhere in the City or have the option of becoming employees of the private management / maintenance company?
- There are no guarantees regarding how golf course conditions, customer service levels, financial results, etc. would change under a structure other than full self-operation.
- In the case of Bradenton, the strong likelihood of large-scale investment for River Run during the next 3 to 5 years or so will be a factor in determining operating structure.

GOLF PLAYING FEES

As the fee table below and our earlier competitive market analysis illustrate, River Run Golf Links is positioned as a "value" provider in this public golf market. As one of the lowest priced 18-hole regulation golf courses – with a peak riding green fee of only $54 + tax for peak season, prime time play - River Run attracts cost-conscious players from the local area. RRGL management has raised green fees each of the last four years by $1 to $2. Starting in November 2023, non-summer 18-hole rates will increase by $5, with 9-hole categories increasing by $3. Increases for the summer season are to be determined but will be less than those for the peak season.

River Run Golf Links – Fee Schedule (5-1-23 thru 4-30-24)

Green Fees	**May-Oct**	**November**	**December**	**Jan-Apr**
18-Hole Ride	$26.17	$38.32	$43.93	$54.21
18H Ride (after 1 pm)	$24.30	$33.64	$35.51	$41.12
9-Hole Ride*	$18.70	$23.36	$26.17	$29.91
Junior Ride	$19.63	$22.43	$22.43	$24.80
18-Hole Walk	$20.56	$31.78	$35.51	$42.99
18-Hole Walk (after 1 pm)	$16.83	$27.10	$29.91	$36.45
9 Hole Walk*	$14.02	$19.63	$20.56	$25.23
Junior Walk (ages 6-17)	$12.15	$14.02	$14.95	$14.95
Playbooks (20 plays)	$635.51			$728.97
Other Charges				
Rental clubs	$28.04	$28.04	$28.04	$28.04
Pull cart	$5.61	$5.61	$5.61	$5.61
GHIN Handicap (yearly)	$23.36	$23.36	$23.36	$23.36
Walker fee (non-player)	$4.67	$4.67	$4.67	$4.67
Rider fee (non-player)	$7.48	$12.15	$12.15	$12.15

Notes:
*9H times are available before 8:30 and after 2:30 only.
Rates as shown do not include 7% sales tax.
Riding rates assumed shared carts.

NGF Observations and Recommendations:

We noted earlier in the market analysis / competitive section that River Run Golf Links is positioned as the "value provider" among the regulation length public 18-hole courses in its competitive subset. NGF's analysis shows that RRGL's relative market positioning makes sense, the fees appear to be significantly below "market" rates. For example, River Run peak season fees are similar to even executive length golf courses Peridia and Pinebrook Ironwood. River Run's fees are even further below "market" rate during the summer season. For example, RRGL's riding rates during the morning were $26, compared to a range of $37 to $45 for Buffalo Creek, $34 to $40 for Manatee GC, and $40 for Links at Greenfield Plantation.

In consideration of these market factors, NGF makes the following observations and best business practice considerations for green/cart fee pricing at RRGL:

- Preserving affordable golf fees is an understandable element of public policy for some municipalities. However, keeping pace with the rising "cost of production" - especially in today's hyper-inflationary environment – is often the difference between self-sustainability and requiring general fund subsidy (i.e., taxpayer support). NGF surveys show that most public golf courses have increased fees over the last couple of years as both demand and inflation surged, and more and more golf courses found they had "pricing power" during certain demand times.
- At least for the short term, the City should continue with annual green/cart fee increases to catch up with 'market rate'. It is an industry best practice to adjust fees modestly at least biennially to reflect a higher cost of producing rounds of golf and / or market competitive dynamics. Even considering the planned $3/$5 increases set to kick in this fall at River Run, we believe green/cart fees may have more "room to run". The key will be to closely monitor rounds and revenues after these fee increases are implemented to determine how elastic demand is. It would not be a negative scenario for RRGL to experience fewer rounds but more playing fee revenue given the current stress on turf conditions.
- NGF is observing more municipalities allowing golf management more flexibility for golf staff to practice yield management / demand-based pricing to take advantage of pricing power during peak demand times. This practice is very common among RRGL's competitors and may be a consideration for the City in the future.
- Conversely, we also see municipal golf courses offer periodic 'package' specials (e.g., combining green/cart fee with a beverage and hot dog for a specified price) during traditionally slow demand periods, as tee times are worth selling at a discount if they would otherwise 'perish' and the variable cost of the packaged items is recovered.
- Revenue from rental clubs was an impressive $15,344 in FY22. Though the incremental revenue would be nominal, management should consider charging more for rental clubs during the winter season, when many tourists – including Pirates spring training visitors - are coming without shipping their clubs.

GOLF COURSE STAFFING

NGF has reviewed the staffing and budget for the River Run GL operation for the period of FY18 through FY22. Documentation provided by the City shows a total facility labor expense ranging widely over this time, from about $809,000 in FY18 to $1.37 million in FY2022. This large divergence from year to year reflects highly variable retirement and pension benefits charged to the Golf Fund each year. The total labor budget as a percentage of the total operating budget has ranged from 64.2% in FY21 to 73.4% in FY22 and averaged 69.4% over the 5-year period. This compares to an industry 'standard' of ±60%.

City of Bradenton golf staffing is divided into two primary divisions of service – clubhouse/ pro shop operations and golf course maintenance. All staff are employed directly by the City, including both full-time and part-time employees. Full-time (FT) positions include salary and benefits (insurance, holidays, retirement/pension, vacation, etc.), as do part-time (PT) positions that are 30 hours or more. Staffing for River Run GL, as of May 1, 2023, is summarized in the table below.

River Run GL – 2023 Staffing	
Golf Course Maintenance	**Operations / Service**
F/T- Superintendent	Golf Course Manager
F/T- Asst. Superintendent	Head Golf Prof. (vacant)
F/T- Mechanic	Asst. Golf Professional
6 F/T Groundskeepers	7 P/T Cashiers
1 P/T Groundskeeper	13 P/T Cart Attendants

Comparison to National Standards

While there are no industry standards that can be referenced to determine the **appropriate** staffing levels for a golf operation, **averages** based on recent NGF research are presented below. The size of the staff needed for a particular golf operation depends on several factors, including budget considerations, maintainable acreage, size and structure (e.g., concession vs. self-operated) of food & beverage operation, etc. Personnel costs typically represent the largest single expense item in a golf operation, as is the case for River Run GL. The NGF data on public golf operations in 2023 show averages for full-time staffing at 18-hole public golf courses nationwide (table below).

River Run Golf Links Total Facility Staffing – 2023			
Facility	**Operations (FT / PT)***	**Maintenance Staff (FT / PT)**	**Total Staff (FT / PT)**
River Run GL (18H)	**3.0 / 20.0**	**9.0 / 1.0**	**12.0 / 21.0**
NGF "Standard" (per 18 holes) U.S. Average (per 18 Holes)	4.0 / 12.0	4.0 / 9.0	8.0 / 21.0
*The industry standard for operations staff includes administration and F&B.			

NGF Observations:

NGF makes the following observations regarding RRGL staffing, with recognition that realities such as budget constraints and difficulty hiring and retaining labor in today's environment, affect many municipal golf staffing decisions.

- Golf course **Maintenance** staffing at **River Run GL** seems sufficient given the nature of the golf course and the price point at which it competes. RRGL's staffing is almost entirely full-time, which is counter to national trends that show a shifting toward more part-time and seasonal staff. The size of the maintenance staff needed for a particular golf operation depends on factors such as budget considerations, maintainable acreage, age and condition of infrastructure components, etc.
- River Run GL **Operations** staffing, which comprises both pro shop/snack bar and outside services personnel, is robust compared to NGF's national standard and appears to be sufficient to manage the facility, especially given the absence of a driving range, minimal food & beverage service, lack of programming, and the fact that no marshals/rangers or starters are employed.
- NGF's general guideline is that operations / clubhouse staff size should be sufficient in terms of shop attendants, starters, rangers, cart attendants, etc. to ensure an enjoyable golfer experience.

MARKETING AND DIRECT SELLING

The City has traditionally done little in terms of marketing or direct selling for River Run Golf Links, especially over the last couple of years with the surge in play that has resulted from the pandemic. RRGL's two primary avenues of marketing have been word-of-mouth (most affordable public golf course in area), Instagram and Twitter accounts, and the facility's presence on Golfnow.com.

While the City does not seem to be inclined to actively market RRGL, we offer general commentary and some best practices below, based on our experience.

NGF Commentary and Best Practices:

A marketing emphasis can be critical for a golf course to create awareness, increase activity levels, and correct misperceptions in the market. Strategies can include advertising to raise awareness and forge a brand image, developing a public relations campaign to tout facility improvements, and increasing utilization of web, print, and social media. Following are some NGF 'best practice' marketing and direct selling considerations for potential implementation at RRGL in the future, especially if a facility renovation is completed and the golf course is no longer competing primarily on price/value:

- **Marketing Plan and Focus** – An effective and comprehensive marketing plan incorporates research, planning, strategy, market identification, budget, advertising, timetable, and follow-up, such as tracking to adequately gauge effectiveness of various campaigns and vehicles. Management should, at least every couple of years, refine the marketing plan, including a synopsis of prior year results, review of the competitive landscape, proposed rates and programs, and marketing strategies. Plans should also include defined goals and a tracking mechanism to gauge the effectiveness of the various strategies and marketing vehicles.
- **Focus on Key "Differentiators"** – For example, facility/conditioning improvements, new golf carts, aesthetic value, walkability, etc. After a large-scale renovation of RRGL, there would be a compelling story to communicate.
- **Direct Sales** – Direct selling to recruit outside leagues and golf outings, as well as non-golf events such as corporate meetings, small banquets / receptions, and events is an important tool for today's proactive golf operator. (Clubhouse and scale of food & beverage service at RRGL precludes the latter). Outings, leagues, and other group play events can provide a

supplemental income source and result from active outreach to local organizations, such as businesses, churches, civic organizations, chambers of commerce, etc.

- **Community Engagement** – For example, exploring marketing and networking opportunities with community organizations, such as the Manatee Chamber of Commerce. For example, there may also be opportunity to host Chamber events, such as golf outings.
- **Website** – See discussion under 'Utilization of Technology'.
- **Email Database** - Improve customer data capture. See discussion under 'Utilization of Technology'.
- **Social Media** – In today's marketing environment, maintaining a strong social media presence is important in increasing engagement, especially among younger golfers, though it does require staff time and dedication to provide updates and keep content fresh (e.g., specials/promos, events/contests, tournaments, news about facility improvements, etc.) for Facebook, Instagram, Twitter, etc. RRGL has a Facebook page and a Twitter account.
- **Loyalty / Frequent Player Program** - A loyalty / frequent player program could be developed for River Run, perhaps integrated with a mobile app. These programs involve a low-fee (generally in range of $50 - $125 annually) or no-fee "membership" that entitles the holder to green fee and pro shop discounts or allow them to accumulate points that can later be applied toward purchases. These programs cultivate a group of loyal customers you can communicate with and, including when it is necessary to fill holes in the tee sheet on short notice. Periodic discounts to this "inner circle" do not act to degrade the perception of the public or 'rack' rate structure.
- **Grand Reopening (after renovation)** – see Appendix H

UTILIZATION OF TECHNOLOGY

River Run Golf Links, by today's standards, is lagging the industry when it comes to utilization of technology, as discussed below. For example, there is no email database (management may have access to emails collected through Golfnow during tee time bookings) because RRGL customers "don't want emails or texts". This precludes any kind of email marketing or yield management.

NGF Commentary and Best Practices:

Like virtually all aspects of society and business, golf continues to undergo a digital transformation. As such, it is a best business practice to take advantage of today's technology tools to help efficiently manage and market a golf facility. Appropriate application of technology tools can help a golf course management team to build market share, create customer loyalty, and boost revenue. NGF offers the following high-level observations and recommendations regarding some of the most common and effective ways that technology is utilized at successful public golf courses.

Email Communications – Other than word-of-mouth and free advertising, E-mail marketing is the most cost-effective advertising possible for a golf course and is an effective way to practice yield management to sell tee time inventory that might otherwise go unfilled. NGF recommends that the RRGL staff begin building a customer email database by soliciting addresses when golfers come into the shop and when they book tee times via phone. Addresses can also be collected through an 'eClub' section on the website (in return for a customer perk).

Website and Internet – The Internet is the most cost-effective form of advertising for golf facilities. NGF recommends that all public golf courses have a website (https://www.riverrungolflinks.com/) that includes essential elements such as: current rates; tee time reservation portal; course layout/scorecard (and perhaps virtual tour); separate tab for the bar and grill (if applicable); news on instruction and programs; calendar of events; online store; place to capture email addresses (e.g., an E-Club); and, high-quality pictures of the golf course and support amenities. The River Run GL website has many of these elements.

Also very important is search engine optimization (SEO), as many golfers – especially those visiting / new to an area –turn first to Google or another search engine to locate a place to play. For the phrases the phrases 'Golf Bradenton, FL' and 'Golf in Manatee County', River Run Golf Links shows up among the three choices under Google's "Places" at the top of the page.

Mobile App – NGF has observed that municipal golf courses are increasingly utilizing smartphone mobile applications that include yardage guides and allow golfers to receive text alerts broadcast from the email system. The average person checks their cell phone 150 times per day. Mobile applications facilitate connecting with customers and are increasingly popular even among golfers age 55+.

Point-of-Sale System – The City has a multi-year agreement with SportsNEXT as its technology provider. The full-service Golnow *Plus* technology platform provided on-line tee time reservation system (booking engine), electronic tee sheet, website design/hosting, point-of-sale system (POS), and email marketing. The City, as of August 1, 2023, has purchased new hardware to facilitate reporting and has upgraded to SportsNEXT's EZSuite package.

Services provided are in exchange for two trade tee times (up to 8 players, cart included) daily, with no exclusions for time of day. In FY22, River Run's average green + cart fee revenue per round was $27.44, and Golfnow trade rounds totaled 2,093. We can use these two numbers to estimate a theoretical cost of the trade time in terms of lost revenue that is equivalent to about $57,000. However, the analysis of whether services provided are worth the 'opportunity cost' has several moving parts:

- Each individual municipality must compare the non-trade retail price for the services provided (or similar) to the estimated opportunity cost of acquiring these services via "barter".
- This estimated opportunity cost may be overstated because it assumes the golf course would have otherwise sold all the trade tee times on its own.
- Aside from the technology services provided, there are additional, less definable, benefits that platforms such as SportsNEXT confer, such as providing the golf facility exposure to local and visiting golfers.

Comprehensive utilization of a quality, golf-oriented point-of-sale (POS) system helps golf course management understand customer profile segments, target marketing, and customer tracking. The efficiency of software for tee time reservations, operations / accounting reporting, retail point-of-purchase reporting, and overall management information systems has advanced dramatically in recent years and can help improve overall performance. Some key features of industry leading POS systems - often underutilized by operators – are summarized in the bullets below.

- Creation of customer profile segments, including play and spending patterns, to help effectively practice yield management and implement targeted email marketing campaigns (i.e., data mining), rather than one-size-fits-all email blasts.
- Integrate social media tools into email marketing. This can be done automatically through delivery tools that automatically integrate to the leading social media forums, such as Facebook, Twitter, Instagram, etc.

There are also vendors that do not provide POS but offer comprehensive services that manage all aspects of online marketing efforts. For example, they may provide software that integrates information collected from the POS, tee sheet, website, mobile applications, booking engine, and social media networks to help general managers better understand and market to their customers.

PLAYER DEVELOPMENT / PROGRAMMING AND ORGANIZED PLAY

River Run Golf Links offers on-course golf lessons but is otherwise inactive with respect to instruction and programming.

- **Tournaments / Outings** - River Run GL is very active with daily fee play and does not have facilities conducive to hosting large outside tournaments such as corporate and charity events. Management reports hosing about 12 tournaments per year, ranging in size from 10 to 120 players. In 2022, these events accounted for 1,034 rounds.
- **Leagues** - Regular league and other group play can be the lifeblood of an active municipal golf course, especially during weekday afternoons and during the off-peak season. RRGL is active with respect to league play, which accounted for nearly 2,000 rounds in 2022.

Junior Golf

River Run GL does not have a Junior Golf program, which are very common at municipal golf courses. Aside from individual and group lessons and clinics, many facilities offer one or more of the prominent national programs, such as The First Tee; Drive, Chip and Putt; LPGA*USGA Girls Golf; and PGA Junior League. Other common player development activities aimed at young people include offering programs and/or discounted course access during slow demand times to area schools.

NGF Commentary and Best Practices:

Cultivating new golfers is not only key to the future of golf but has also proven to be an immediate generator of revenues for facilities. PGA of America data shows that a successful player development program produces at least 200 new golfers per facility. NGF has found that the public golf facilities that are most successful tend to be active in adult player onboarding and development, as well as other "grow-the-game" initiatives. Creative programming is especially effective in onboarding new players from segments (e.g., women and millennials) that represent strong latent demand for the game but that may not prefer to be introduced to the game in traditional ways, such as individual lessons.

NGF recognizes that the lack of a driving range constrains player development and programming activities at River Run. However, below we summarize some of industry best practice recommendations for enhancing player development, onboarding new players, and overall programming.

- **Junior Golf Program**: Hosting an active junior program is an industry best practice and a key to success for most public golf courses. In addition to offering individual and group lessons and clinics, NGF believes that programs like PGA Junior League, First Tee STEM Links, and Drive, Chip & Putt are an integral part of municipal golf.
- **Increasing Women's Participation**: Having strong participation from women is necessary if a municipal golf course hopes to maximize rounds and revenues. Females are strongly represented among the latent demand (i.e., interested non-golfers) cohort, and presently account for about 25% of golf participants, but about 37% of beginners. There are many reasons why female golf participation is low; the most common issues relate to golf course difficulty, retail selection, on-course services (**clean, permanent restrooms**, drinking fountains), food / beverage selection, and customer service.
- Recent NGF studies related to women and golf revealed several facets that were key in their consideration of where and how much to participate in golf. Both the PGA and NGF have found through experience that adding a food and beverage component to female-oriented programming can significantly improve traction. Most important, it is crucial to listen to what they want and incorporate it into instructions, programming, and events. Creating leagues is another effective strategy, as is having a regular calendar of events.

- NGF identified several common characteristics that female-friendly golf facilities exhibit:
  - Golf courses that are not too overly difficult and have a most forward tee of between 4,000 and 4,400 yards, with no "forced carries" of over 60 to 80 yards.
  - Permanent restrooms (cleaned several times a day) at least every six holes on the golf course; features and items should include mirror, soap, lotion, sunscreen, Band-Aids, etc.
  - Ball washers on the forward tees.
  - At least one female instructor and a golf staff that takes a consistent approach to all players regardless of gender.
  - Help with selecting equipment and even women-only demo days and/or women-only custom fitting days.
  - The availability of women's club rental sets.
  - The availability of a variety of women's apparel.
  - Programs that allow more social and / or family involvement.
- **Lessons and 'Onboarding'**: Operators should work directly with the PGA of America, LPGA, and First Tee on programs that have a proven track record, and how to best implement and promote them. Examples include Get Golf Ready; Drive Chip and Putt; First Tee; PGA Junior League; LPGA*USGA Girls Golf; and LPGA's Teaching Her. Of course, a critical element to success is transitioning new players from learning to playing.
- **Golf Events**: Creative golf-themed events, on both the golf course and the driving range, are becoming more and more popular with operators looking to make golf more fun for less committed golfers. One of the major initiatives to grow activity that NGF recommends is specialized programming and events aimed at onboarding or simply increasing the patronage of young adults. National NGF research (*Golf and the Millennial Generation*) has shown this to be a demographic segment that favors "experiential" events that combine golf, fun, and a social component.
- Examples of actual events that NGF has observed recently:
  - A weekly 9-hole Thursday Scramble that routinely had 13 teams (52 participants) and generated ±$2,500 in fees plus additional bar revenue before and after the event. In this market, Olympia Hills does a weekly 9-Hole Thursday Night Scramble with an entry fee of $30 pp for 2-person teams (5:30 pm during daylight saving time).
  - 'Balls and Beers' at the driving range. Participants paid a small fee for the event, which featured a craft beer truck, music, contests, unlimited range balls for an hour, and a golf professional providing quick lessons and tips.
  - Weekly (or even daily) contests, such as longest drive, hole-in-one, or closest to the pin can be very popular, especially when combined with food and beverage and music.
  - '9 and Wine' golf training programs for women's groups are a particularly popular and effective way to engage beginning women golfers and non-golfers.
- **Events for Non-Golfers** – Many municipalities desire to engage more of the non-golfing community in their golf facilities. Special or regular events such as scavenger hunts, movie nights, Karaoke night, Green Market, etc. are just a few of the events NGF has observed at municipal golf courses over the years.
- **Miscellaneous - A**dditional thoughts to increase participation through programming.
  - With junior programming, encourage mothers to come out to the course.
  - Make sure older, used golf equipment is available free of charge for beginners, and possibly for other needy prospects via donation or at a deep price discount.

- Consider offering reduced fee lessons (perhaps limited to one per person, subsidized by City) for residents as a means of increasing golf participation.
- Encourage participants to bring a friend.

FOOD AND BEVERAGE SERVICES

F&B beverage service at River Run is limited to snacks, hot dogs, basic sandwiches, and beverages, including beer. There is no kitchen and no beverage cart. Still, RRGL generated about $138,000 in snack bar revenue, or close to $2 per round, in FY22, with beer sales accounting for more than 53% of the total. Cost of goods sold has been about ±52% in recent years, higher than the industry standard of ±40%.

NGF Commentary:

Food and Beverage service at a public golf course is not necessarily intended to be a profit center, but rather to support the primary business of selling green and cart fees. For instance, food and beverage carts, in isolation, are often money losers for a golf course, but this is a service that is expected by golfers, who might otherwise play elsewhere.

Most successful food and beverage operations at public golf courses offer simple, quick, and inexpensive service that is convenient for golfers. NGF experience has shown that public golfers – especially at value-oriented golf courses such as RRGL - are satisfied if they can sit down with friends or playing partners and get a sandwich, hot dog, or hamburger, along with a beverage of choice. Many operators that we've spoken to during the pandemic period have found that "less can be more" in terms of food and beverage profitability. In other words, forced to operate with reduced staff and limited take-out menus, many were able to still make a profit while continuing to sell rounds of golf.

In recognition of RRGL's constraints to offering full F&B service, NGF offers the following for consideration:

- Explore the potential costs and revenues of adding a beverage cart, at least during high-demand periods.
- Expand the selection of grab-and-go items, such as fresh premade sandwiches, snacks, etc. Similarly, coffee, juice, Danish, etc. can be made available for early morning golfers.
- Run an outside barbecue grill during busier times, league play, etc., with items such as hamburgers, hot dogs, and grilled chicken at the ready.

PRO SHOP RETAIL OPERATION / MERCHANDISING

During our visit, NGF observed a lightly stocked pro shop with a preponderance of soft goods (gloves, hats, other apparel), as well as golf balls and a few bags. Pro shop revenue totaled about $82,000 in FY22 and has averaged $1.30 per round over the last two fiscal years, trailing NGF's industry benchmark of about $2.70 per round. The total at RRGL included more than $15,000 in rental club revenue in FY22. Balls accounted for 40% of merchandise sold in FY22. Cost of Goods Sold data has averaged about 50% over recent years, considerably lower than the observed industry benchmark of ±65%. RRGL has a price sensitive clientele; as such, moving much merchandise beyond "impulse" items will likely continue to be a challenge.

NGF Commentary and Best Business Practices:

'Green grass' merchandising has been under considerable stress in recent years, due to changing consumer preferences and buying patterns, evidenced most noticeably by the accelerating growth of on-line retail. As a result, many on-course shops have gotten away from selling 'hard goods' such as clubs and bags and turned their focus to impulse items such as tees, balls, and gloves, as well as apparel. Still, NGF believes there remains an opportunity for many golf courses to increase sales by implementing some of the following strategies:

- Focus on selling affordable logoed apparel as well as the impulse items noted above.
- Increase the selection of women's apparel.
- Host 'Demo' days from leading manufacturers.
- Offer professional golf instruction, special clinics and lesson programs that bundle merchandise to enhance value.
- Add an online store to the facility website.
- Consider adding a financial incentive, based on sales, for Golf Shop employees (if permissible).
- Sales and inventory management strategies should include:
  - Beginning-of-year sale to close out discontinued merchandise.
  - End-of-season sale to reduce unwanted inventory.
  - Periodic specialty sales during the season.

CUSTOMER SERVICE

NGF did not field a River Run golfer survey for this study, so customer satisfaction levels with customer service are not known. However, customer service for virtually any business can always be improved and is often a key differentiator in building customer loyalty. High-level service at a golf course begins the moment the golfer sets foot on the property, beginning with a friendly welcome (especially for faces that staff may not have seen before). NGF recommends continual staff training and establishment of customer service standards and measurable metrics – monitored through periodic NGF GolfSAT or other survey and occasional secret shoppers - to make sure that the standards are consistently met or exceeded.

COMMUNICATION

A strong culture of communication correlates with strong customer service at a municipal golf course. At municipal golf courses, this is multi-faceted and includes communications among golf course staff members (e.g., between the Superintendent and Manager), between staff and customers (i.e., about rules, etiquette, policies), and between City/golf course staff and the Golf Advisory Board.

NGF Commentary and Recommendation

In terms of communications between golf course staff members, as well as between staff members and facility customers, continued staff training is the key. If there is a project scheduled that may disrupt play, the most important thing staff can do to mitigate dissatisfaction is to communicate with patrons ahead of time. Some things cannot be avoided, but customers will generally be understanding if "surprises" are kept to a minimum and they are made to feel they are vested partners in the golf course. Communication with customers during a renovation (see email example in Appendix I) that closes the golf course temporarily is especially critical and is one of many reasons to build a robust customer email database.

OTHER OPERATIONAL ISSUES

Golf Carts

The presence of "fresh", clean, reliable carts is an important part of a successful public golf operation, and a selling point in the market. Additionally, it is critical to have sufficient carts to service daily fee demand, as well as the occasional larger tournament. For RRGL, the City leased a fleet of 80 new Yamaha electric golf carts, featuring upgraded seats, in January.

Maintenance Equipment Move

River Run has a generally older fleet of maintenance equipment, with some key pieces dating back 15 to 20 years. Though a good mechanic with the appropriate tools and parts can stretch the life of equipment, NGF generally recommends that vital pieces of maintenance equipment be replaced (lease or purchase) every 5 to 10 years, depending on type. The City currently tries to replace a couple of pieces of maintenance equipment per year, though there is reportedly a backlog.

NGF Commentary and Recommendation:

Good-quality maintenance equipment and a reliable irrigation source are the lifeblood of the golf course operation. Having poorly conditioned equipment that is in continual need of repair and under threat of breakdown results in inefficiencies and poor playing conditions, a dynamic that makes it difficult to compete for market share. (NGF golfer surveys consistently show that course conditions – especially greens - are the most important factor for golfers when choosing a place to play). NGF considers it an industry best practice to contribute to a Capital Fund earmarked for equipment replacement, with the goal of at least partially funding the cost of equipment replacement. If RRGL undergoes a facility renovation, the golf course will need a significant upgrade in equipment to preserve the investment and maintain better playing conditions.

Pace of Play Management

Pace of play is very important to golfers, as evidenced by responses to tens of thousands NGF GolfSAT golfer surveys completed over the years that show it is an important factor for golfers in choosing one course over another. Based on our conversations with management, slow pace of play appears to be an issue at RRGL during heavy demand periods, and especially since the pandemic-fueled surge in demand, which includes many inexperienced golfers. In response, management converted from 7-minute tee time intervals to alternating 7/8- minute intervals. Ideally, pace of play should be a constant that can be relied upon by golfing consumers at any day or time.

NGF Commentary:

RRGL management is reportedly in the process of developing best practices to facilitate increasing demand while also maintaining a reasonable pace so that customers can enjoy their round. While there is no magic bullet that can be pressed at a busy municipal golf course that has customers with all manners of skill levels, there are some things that can be tried to speed up play and mitigate the occasional pace issue, such as golf course marshal / player assistant training programs and retention of paid player assistants.

If slow play worsens, the City should consider obtaining a USGA Pace Rating. The rating calculates a target completion time (time par) for each golf hole, accounting for the length and difficulty of the hole, as well as and other attributes of play. Other things the golf courses can implement to improve pace of play include lengthening tee time interval during traditionally slow-play periods (drawback is reducing capacity), as RRGL has done, and bringing in a pace of play consultant to study play patterns, layout, etc.

Recordkeeping and Reporting

Ideally, reporting to City staff for a municipal golf course will provide baseline measures of how the golf course is performing and trending with respect to key metrics, while also facilitating more informed decision-making by City staff and officials when it comes to funding operational and physical enhancements at the golf course in the future. Most important, the accounting and reporting system should have appropriate protocols, redundancies, and safeguards in place to ensure accuracy in numbers reported to the City.

NGF Commentary and Recommendations

Following are some NGF best practice recommendations related to recordkeeping and reporting for a municipal golf course:

- Accurate categorization and recording of all rounds played by type (e.g., member, daily fee 'rack', loyalty program, 'trade' (e.g., Golfnow), discount categories, complimentary, tournament / event) – along with the attendant revenue – will provide an accurate baseline for facility activity levels and per-round revenue center trends, as rounds played are the most fundamental unit of measure at a public golf course.
- Protocols should be established for recording of transactions; i.e., how payments are recorded, how inventory is received and expensed, etc.
- All staff involved in golf course finances – at both the golf course and the City – should learn the ins and outs of the POS system. NGF suggests a half-day or day-long training session to understand the capabilities, functionalities, and utilities of the POS system vis a vis recording of transactions, voiding of transactions, reporting, inventory management, etc. (Ongoing training of golf course staff, as needed, to make sure the system is being used correctly).
- Create weekly, monthly, quarterly, and annual reporting templates - some with intent of reconciling numbers, others aimed at providing concise and useful 'at-a-glance' summaries for City staff and officials. For an example of one of these useful "dashboard" type reports, see Appendix J.

Golf Course Marshal / Player Assistant Program

With the influx of new players since the pandemic began, many operators – including River Run GL management - have reported to NGF consultants that a lack of etiquette and course knowledge among some players has become more pervasive, resulting in inappropriate and/or unsafe behavior on the courses, as well as unreasonably long round times. In response, some golf facilities have instituted a formal course marshal / player assistant program to help educate players and enforce order on the golf courses. RRGL presently does not have a player assistant program.

While rarely a panacea, a program with "teeth" (i.e., well-trained marshals with perceived "clout") can be helpful in maintaining order and moving players along at an appropriate pace. It is critical that the marshals have full back-up and support from management so that golfers know that marshals have the authority to enforce the rules. A marshal training program can be complemented by a golfer education campaign that provides instructions on etiquette, course layout, etc. The education begins in the pro shop (or with a starter), and can be supplemented by printed rules sheets placed on carts, above urinals in the restrooms, in the pro shop, etc., and by digital messaging on cart GPS screens, etc.

Accessibility

While NGF does not profess to have comprehensive knowledge of the latest protocols regarding compliance with ADA regulations, the general guideline that golf courses operate under is that all areas of a course that must be "accessible" must be such by a *standard* golf cart. These areas include in and around the clubhouse and the practice tees (e.g., via wheelchair along paths to access a portion of the tee). There must be a point of entry into a practice bunker and green, and the putting green itself. On the course, all restrooms, rain shelters, and at least one of the two most forward tees on every hole must be accessible from a cart path. There must be curb openings of 4-5 feet every 100 feet or less at 4-5 feet, or no curbs at all.

The following article should be helpful: https://www.usga.org/content/usga/home-page/course-care/forethegolfer/2018/accommodating-golfers-with-disabilities.html

Excerpted from this article are suggestions to make a golf facility more inclusive and accessible to people with disabilities:

- Develop a written plan of how your facility will accommodate golfers with disabilities.
- Work towards developing a training program for staff members who will assist disabled golfers.
- Evaluate the facility for accessibility, identifying potential barriers to access and creating a continuous pathway throughout the golf course.
- Produce a map of the accessible routes provided through the golf course.
- Prioritize work to remove existing barriers and to provide access to all putting greens, the practice facility, and at least one teeing surface on each hole.
- Develop a written policy regarding the use of single-rider assisted mobility vehicles and golf carts during inclement weather.
- Make available a mobility-assisted cart.

Projected Financial Performance

NGF Consulting has created a five-year cash flow model for River Run Golf Links for the period of FY 2024 through FY 2028. We developed the pro forma model in consideration of actual recent facility performance of RRGL in FY22 and partial year FY23, as well as current and expected subject facility and market conditions. This "Base Case" or "As Is" model assumes no significant capital improvements preceding or during the referenced period. While we fully expect the City of Bradenton to invest significantly in River Run GL in the short-term future, we present the As Is case to illustrate the potential "cost of doing nothing" in terms of replacing infrastructure.

'AS IS' MODEL

General Assumptions

- The overall regional and national economic condition – especially as it relates to labor and input cost inflation – begins to stabilize. Population growth continues in Bradenton and surrounding areas, but otherwise there is no substantive change in the Bradenton / Manatee County area economy, employment, visitation, etc.
- Golf participation and demand, from a macro perspective, will remain strong throughout the subject period, though likely moderated from that experienced in from 2020-2023.
- The golf facility will continue to operate with City employees, with budget increases as necessary to maintain the current standard of course conditions and service.

Rounds Played and Revenues

- **Rounds Played**: For the as is / base case scenario, which presumes no significant capital investment in RRGL, NGF projects some attrition in rounds due to declining conditions and a reduced capability to compete on an even playing field. Total rounds played project to 64,000 in FY24 (down from 65,600+ in FY22), declining over 5 years to 56,000 by FY28.
- Average **Green + Cart** revenue per round is $28.55 for FY24, representing a 4% increase over actual results in FY22. Annual growth through FY28 is 3%.
- Other per Round (all growing at 2% annually through FY28):
    - **Pro Shop Sales** – FY24 projected figure of $1.35 matches the figure from FY21, which was a recent high for RRGL.
    - **Snack Bar / Food & Beverage** – FY24 projection represents a 3% increase over actual FY22 per round.
    - **Miscellaneous Revenue** – FY24 figure of $0.65 equals a 5-year average through FY22.
- **Cost of Goods Sold (COGS):**
    - **Pro Shop** – held steady at 55% of sales (including club rentals) through FY28, based on recent history.
    - **Snack Bar / Food & Beverage** – held steady at 52% of sales through FY28, based on recent history.

- **Operating Expenses** (*excluding* Depreciation, Amortization, and Capital):
  - **Labor** – based on recent historical spending, labor expense is projected at $1 million for FY24, growing at 4.0% annually through FY28. ***NGF notes that retirement/pension expenses were highly variable over the FY18 through FY22 period, so the $1 million estimate for FY24 may be considerably low***.
  - **Non-Labor** - based on recent historical spending, non-labor operating expense is projected to be $450,000 in FY24, growing at 3% annually through FY28.
- NGF Consulting has utilized these assumptions to create the cash flow statement shown in Appendix K. Each category of revenue has been listed separately. All figures have been rounded to the nearest $100 for simplicity.

Financial Model Summary Results: Base Case Scenario - FY24 – FY28

Utilizing the above assumptions and activity/revenue/expense estimates for the 'Base Case' scenario, NGF's 5-year pro forma financial model (see Appendix K) for River Run Golf Links for the period of FY 2023/24 through FY 2027/28 shows total gross operating revenues of about $2.09 million in FY24, falling to $2.05 million by FY28 as rounds played decline due to worsening course conditions.

Based on preliminary expense projections prepared by NGF, RRGL is projected to generate a positive cash flow (before depreciation and amortization; excluding any capital items) of about $424,000 in FY24, declining throughout the period to about $145,000 in FY28, as expenses grow and revenues remain stagnant due to lack of facility investment.

Appendices

A: Recent Historical Rounds, Revenues and Expenses - FY18 thru FY23

B: National Rounds Played Report

C: Local Demographic, Demand and Supply Data

D: Benchmarking - Regional Municipal Golf Facilities

E: ASGA Life Cycle Chart

F: Hole by Hole Design Notes

G: Illustration of No-Mow Areas and Bunkers for Removal

H: Grand Re-Opening

I: Sample Communication to Customer Database

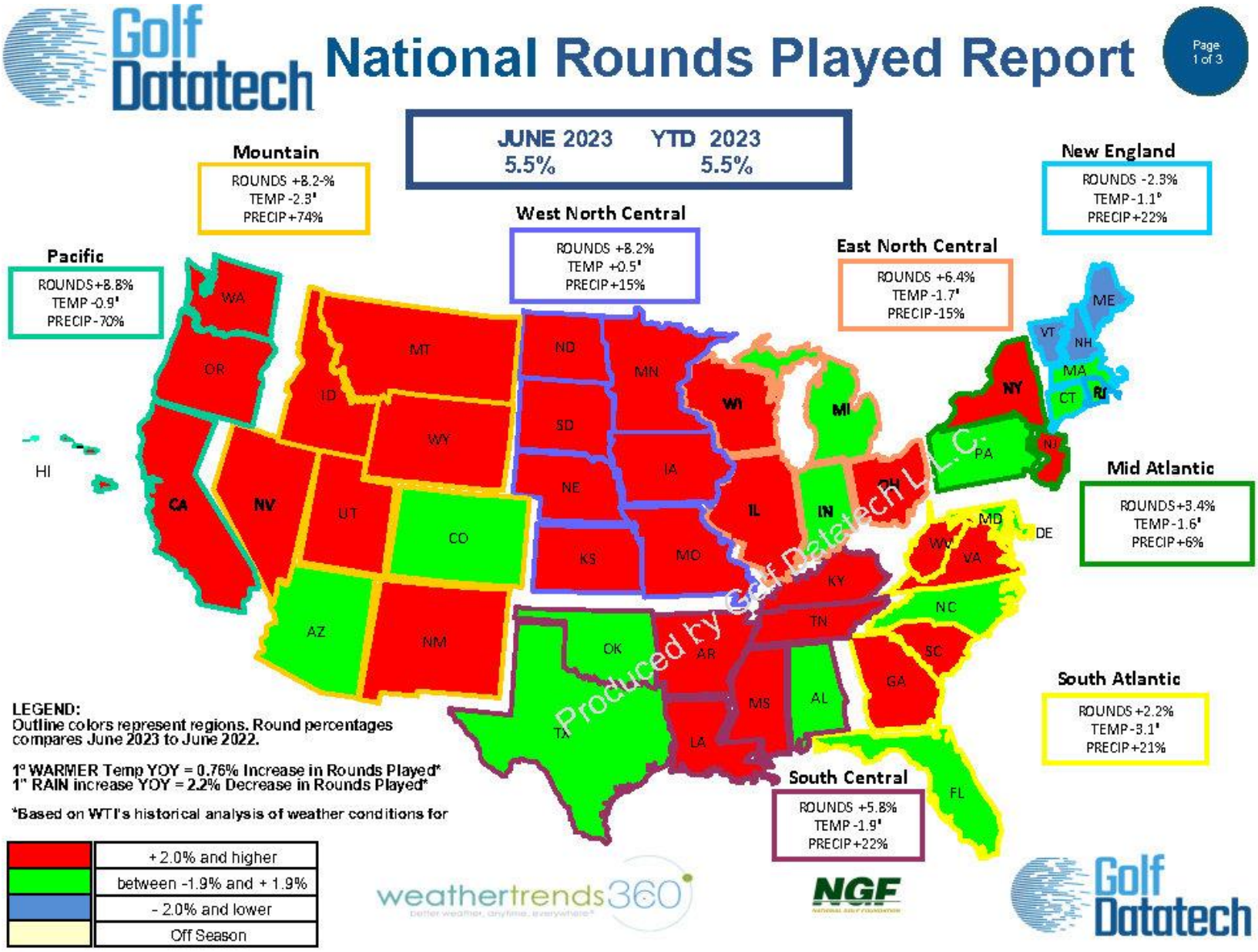
J: Staff Reporting - Example of “Dashboard” Progress Report

K: NGF Financial Projections for River Run Golf Links - FY2024-FY2028

APPENDIX A – HISTORICAL ROUNDS, REVENUES AND EXPENSES

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL
Operating Revenues						
Green Fees	895,657	977,835	997,859	1,133,968	1,408,264	1,550,424
Cart Rentals	151,164	196,186	239,450	327,285	392,810	327,172
Pro Shop	58,049	54,746	56,704	76,809	81,730	82,047
Snack Bar / Food & Beverage	82,653	91,865	86,970	106,747	136,835	125,517
Miscellaneous Revenue	26,574	38,291	34,212	31,750	35,384	46,544
Total Operating Revenue	**1,214,097**	**1,358,923**	**1,415,195**	**1,676,559**	**2,055,023**	**2,131,704**
Cost of Goods Sold						
Pro Shop (Merchandise)	31,767	27,360	28,766	39,820	40,084	39,108
Snack Bar (Food & Beverage)	52,991	52,685	48,279	55,585	64,951	65,272
Total Cost of Goods Sold	**84,758**	**80,045**	**77,045**	**95,405**	**105,035**	**104,380**
	64.1%	57.4%	55.5%	52.1%	47.5%	52.0%
Adjusted Gross Revenue	**1,129,339**	**1,278,878**	**1,338,150**	**1,581,154**	**1,949,988**	**2,027,324**
Operating Expenses						
PAYROLL:						
Salaries (incl. sick/vac/overtime) & Wages	584,641	596,701	634,858	627,444	725,896	622,692
Benefits	131,487	221,239	209,697	108,350	268,660	138,228
Pension / Retirement Costs	79,677	126,842	177,965	77,421	359,763	85,667
Worker's Compensation and Unemployment	13,549	13,624	14,639	14,368	16,153	14,369
Total Payroll & Benefits Expenses	**809,355**	**958,406**	**1,037,160**	**827,583**	**1,370,473**	**860,955**
	65.5%	67.9%	70.2%	63.8%	74.4%	
OTHER OPERATING:						
Contractual Services	28,361	48,488	33,633	21,935	31,911	21,981
Bank Fees	22,989	27,035	30,675	37,657	47,765	52,651
Insurance & Bonds	54,876	54,876	54,876	54,876	70,057	41,122
Materials & Supplies (excl. goods for resale)	102,489	94,197	109,890	116,155	101,023	132,251
Office Expenses (incl. printing/binding, travel)	8,546	8,173	9,415	13,962	9,614	6,347
Promotional Activities	9,926	14,280	8,319	7,595	8,379	10,176
Vehicle Fuel	22,971	22,917	19,843	22,656	36,525	22,523
Rentals & Leases	466	471	460	452	381	12,776
Repairs and Maintenance	45,557	48,357	37,563	79,911	63,628	76,138
Utilities	13,487	15,181	14,094	11,539	14,041	9,578
Depreciation and Amortization (Lease)	117,551	119,417	121,253	102,408	88,162	35,328
Total Other Operating Expenses	**427,219**	**453,391**	**440,021**	**469,144**	**471,486**	**420,870**
Total Operating Expenses	**1,236,574**	**1,411,797**	**1,477,181**	**1,296,727**	**1,841,959**	**1,281,825**
Net Operating Income	**-107,235**	**-132,920**	**-139,032**	**284,428**	**108,029**	**745,499**
Other Income (Loss)	**2,157**	**7,400**	**6,067**	**2,955**	**-36,165**	**22,198**
Net Income (Loss) before Capital & Transfers	**-105,078**	**-125,519**	**-132,965**	**287,383**	**71,864**	**767,697**

APPENDIX B – NATIONAL ROUNDS PLAYED REPORT - THROUGH JUNE 2023



Golf Datatech National Rounds Played Report

June 2023

	JUN	YTD
PACIFIC	**8.8%**	**-3.8%**
CA	**7.6%**	**-7.5%**
Los Angeles	5.1%	-6.2%
Orange County	1.8%	-3.4%
Palm Springs	16.9%	-3.1%
Sacramento	9.9%	-11.2%
San Diego	3.9%	-0.8%
San Francisco/Oakland	7.0%	-12.3%
HI	**15.5%**	**-1.2%**
OR	**5.9%**	**2.3%**
Portland	13.8%	1.6%
WA	**12.5%**	**8.9%**
Seattle	9.7%	7.9%
MOUNTAIN	**8.2%**	**-3.0%**
AZ	**12.4%**	**-3.5%**
Phoenix	15.5%	-3.6%
CO	**0.5%**	**3.1%**
Denver	-2.8%	3.7%
ID, WY, MT, UT	**8.6%**	**-8.7%**
NM	**26.9%**	**17.4%**
NV	**8.6%**	**0.8%**
Las Vegas	9.1%	3.1%
WEST NORTH CENTRAL	**8.2%**	**13.6%**
KS, NE	**5.5%**	**19.6%**
ND,SD	**4.1%**	**-5.4%**
MN	**7.7%**	**14.7%**
Minneapolis/St.Paul	3.6%	8.0%
IA, MO	**12.4%**	**15.3%**
St Louis	8.1%	16.9%
Kansas City	16.3%	18.9%

	JUN	YTD
UNITED STATES	**5.5%**	**5.5%**
Public Access	**6.2%**	**5.9%**
Private	**2.4%**	**4.0%**
EAST NORTH CENTRAL	**6.4%**	**14.1%**
IL	**9.3%**	**24.0%**
Chicago	11.2%	24.3%
IN	**1.4%**	**10.6%**
MI	**1.4%**	**5.7%**
Detroit	2.7%	10.1%
OH	**9.3%**	**17.6%**
Cincinnati	8.5%	15.0%
Cleveland	4.8%	14.1%
WI	**9.3%**	**12.1%**
SOUTH CENTRAL	**5.8%**	**6.5%**
AL	**1.2%**	**12.8%**
AR, LA, MS	**14.4%**	**16.7%**
OK	**-0.2%**	**-1.1%**
KY, TN	**8.6%**	**4.9%**
TX	**1.8%**	**3.7%**
Dallas/Ft. Worth	-1.0%	3.2%
Houston	1.3%	-1.3%
San Antonio	1.5%	-5.6%

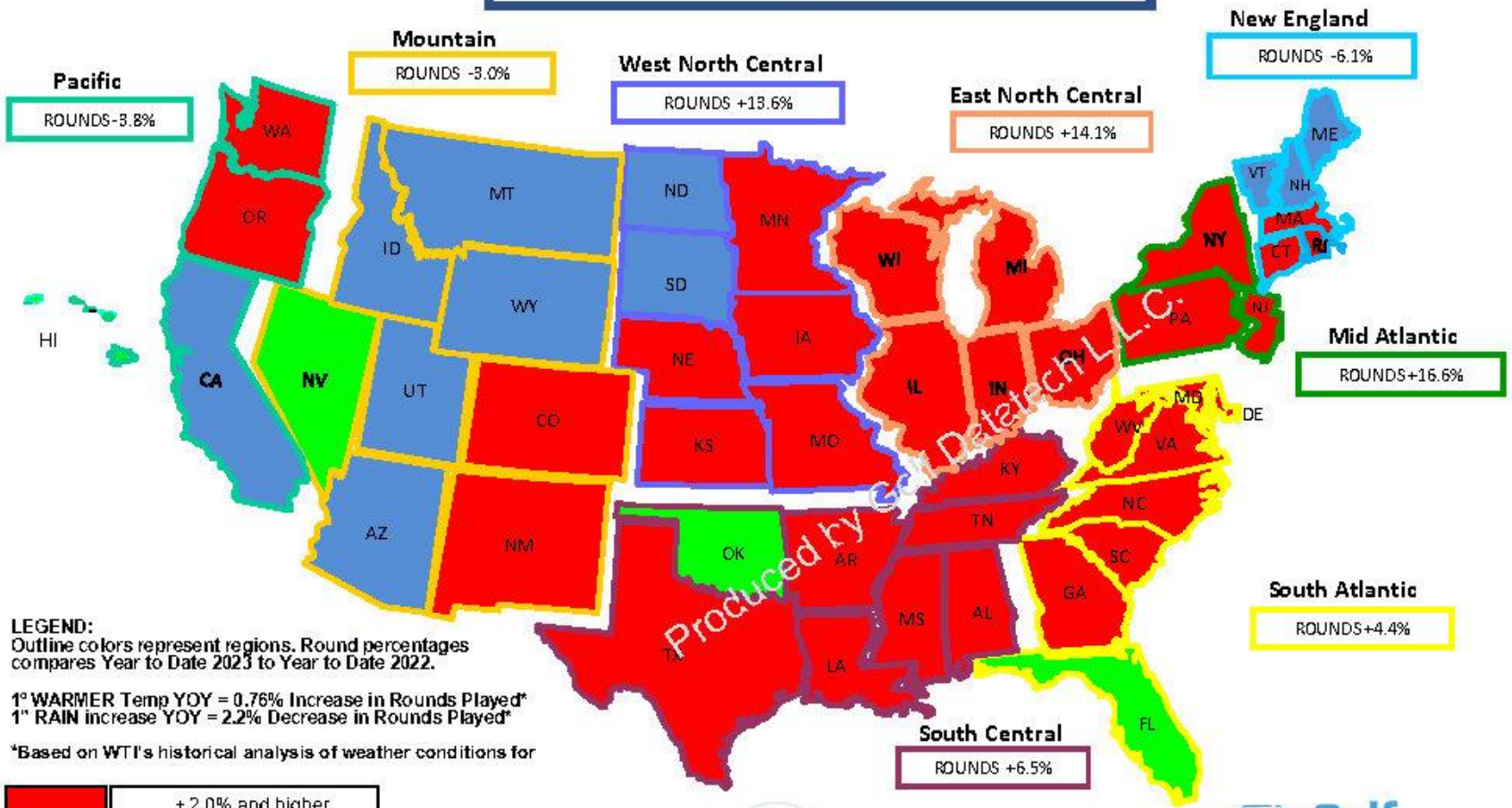
	JUN	YTD
SOUTH ATLANTIC	**2.2%**	**4.4%**
DE, DC, MD	**1.6%**	**16.7%**
Washington/Baltimore	0.9%	17.1%
FL	**1.0%**	**-0.3%**
Jacksonville	-4.0%	5.3%
Orlando	5.8%	-4.0%
Tampa	1.7%	1.6%
Palm Beach	4.0%	-3.3%
Naples/Ft Myers	5.5%	6.1%
Miami/Ft.Lauderdale	15.9%	2.9%
GA	**4.3%**	**7.3%**
Atlanta	3.4%	3.4%
NC	**0.0%**	**4.9%**
Greensboro/Raleigh	0.7%	4.1%
SC	**4.9%**	**4.4%**
Charleston	12.2%	15.0%
Hilton Head	7.7%	5.2%
Myrtle Beach	3.7%	4.2%
VA, WV	**3.9%**	**14.9%**
MID ATLANTIC	**3.4%**	**16.6%**
NJ	**5.7%**	**10.3%**
NY	**5.7%**	**20.7%**
New York City	2.6%	20.6%
PA	**0.0%**	**15.6%**
Philadelphia	4.0%	15.3%
Pittsburgh	2.4%	17.6%
NEW ENGLAND	**-2.3%**	**-6.1%**
CT, MA, RI	**-1.0%**	**3.5%**
Boston	-0.5%	2.0%
ME, NH, VT	**-5.7%**	**-29.4%**

Produced by Golf Datatech, L.L.C.

The percentages represent the differences in number of rounds played comparing June 2023 to June 2022.
For more information contact Golf Datatech golfroundsplayed@golf-datatech.com

National Rounds Played Report

US 2023 vs. 2022 YTD through JUNE
5.5%



LEGEND:
Outline colors represent regions. Round percentages compares Year to Date 2023 to Year to Date 2022.

1° WARMER Temp YOY = 0.76% Increase in Rounds Played*
1" RAIN increase YOY = 2.2% Decrease in Rounds Played*

*Based on WTI's historical analysis of weather conditions for

	+ 2.0% and higher
	between -1.9% and + 1.9%
	- 2.0% and lower
	Off Season

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APPENDIX C – LOCAL DEMOGRAPHIC, DEMAND AND SUPPLY DATA

River Run Golf Links	2-Miles	5-Miles	10-Miles	15-Miles	Manatee County	State of Florida	U.S.
Summary Demographics							
Population 2000 Census	25,050	147,895	301,530	429,222	263,997	15,982,288	281,398,967
Population 2010 Census	27,231	162,640	357,663	489,912	322,831	18,801,299	308,745,560
CAGR 2000-2010	0.84%	0.95%	1.72%	1.33%	2.03%	1.64%	0.93%
Population 2022	31,796	199,788	453,030	610,252	421,227	22,032,327	333,609,568
CAGR 2010-2022	1.30%	1.73%	1.99%	1.85%	2.24%	1.33%	0.65%
Population 2027 Projected	35,188	217,703	493,099	661,152	464,060	23,387,562	342,845,536
CAGR 2022-2027	2.05%	1.73%	1.71%	1.62%	1.96%	1.20%	0.55%
Median HH Income (2022)	$57,303	$57,445	$69,509	$72,775	$66,262	$63,159	$70,666
Median Age (2022)	41.7	47.2	50.0	50.4	48.8	41.7	37.9
Ethnicity							
White	50.8%	65.4%	72.4%	75.2%	74.0%	58.2%	62.5%
African American	21.7%	13.1%	10.4%	8.8%	9.3%	17.2%	13.7%
Asian	1.4%	2.0%	2.6%	2.5%	2.4%	3.5%	6.9%
All Other	26.0%	19.4%	14.5%	13.5%	14.2%	21.0%	16.8%
Hispanic Population							
Hispanic	31.2%	23.6%	17.0%	15.7%	16.7%	26.0%	18.4%
Not Hispanic	68.8%	76.4%	83.0%	84.3%	83.3%	74.0%	81.6%

CAGR = Compound Annual Growth Rate

River Run Golf Links	2-Miles	5-Miles	10-Miles	15-Miles	Manatee County	State of Florida	U.S.
Golf Demand Indicators							
Total Households	11,689	81,774	192,704	261,615	176,741	8,722,916	127,994,353
Number of Golfing Households	1,429	11,952	33,520	46,746	31,299	1,180,826	18,505,952
Seasonal Golfing Households	89	972	3,074	4,363	2,767	77,606	471,648
Interested Non-Golfers	2,017	11,688	25,867	34,377	24,066	1,332,210	20,751,417
Golfer Participation Rate	6.70%	8.20%	9.80%	10.10%	10.00%	7.50%	8.10%
Number of Golfers	2,004	15,447	42,600	59,235	40,411	1,573,617	25,551,350
Number of Projected Golfers	2,315	17,078	46,377	63,849	44,475	1,682,616	26,252,196
Projected Annual Growth Rate	3.10%	2.10%	1.80%	1.60%	2.00%	1.40%	0.50%
Rounds Potential (resident golfers)	30,441	249,864	727,818	1,017,152	687,110	24,865,448	387,542,767
Estimated Course Rounds (in-market supply)	85,438	359,066	1,804,841	2,387,233	1,783,209	41,962,430	387,542,486
Demand Indices							
Golfer Participation Rate	82	101	123	127	125	93	100
Seasonal Golfing Households	206	323	433	453	425	242	100
Interested Non-Golfers	102	94	92	91	92	97	100
Rounds Potential per capita (resident golfers)	82	108	138	143	140	97	100
Est. Course Rounds per capita (in-market supply)	231	155	343	337	364	164	100

River Run Golf Links	2-Miles	5-Miles	10-Miles	15-Miles	Manatee County	State of Florida	U.S.
Golf Supply							
Golf Facilities							
Total	2	8	32	43	33	895	13,946
Public	1	4	23	28	22	528	10,268
Public: Daily Fee	0	3	20	25	19	433	7,707
Public: Municipal	1	1	3	3	3	95	2,561
Private	1	4	9	15	11	367	3,678
Public Golf Facilities by Price Point							
Premium (>$70)	0	0	10	12	9	166	1,958
Standard ($40-$70)	1	3	10	12	10	247	4,212
Value (<$40)	0	1	3	4	3	115	4,098
Golf Holes							
Total	27	144	666	900	657	18444	237,084
Public	18	72	441	531	387	10197	169,339
Public: Daily Fee	0	54	387	477	333	8388	126,835
Public: Municipal	18	18	54	54	54	1809	42,504
Private	9	72	225	369	270	8247	67,745
Non-Regulation (Executive & Par-3)	9	45	117	153	117	2685	18,753
Net Change*							
Net Change in Holes past 5 years	0	0	-27	-18	45	-1092	-10,731
Percentage Total Holes Past 5 Yrs	0.0%	0.0%	-4.1%	-2.0%	6.9%	-5.9%	-4.5%
Net Change in Holes past 10 Years	0	0	-45	-18	27	-2319	-25,077
Percentage Total Holes Past 10 Yrs	0.0%	0.0%	-6.8%	-2.0%	4.1%	-12.6%	-10.6%

*Numbers may include courses under construction and temporarily closed at the end of the year.

River Run Golf Links	2-Miles	5-Miles	10-Miles	15-Miles	Manatee County	State of Florida	U.S.
Supply-Demand Ratios							
Population per 18 Holes							
Total	21,198	24,973	12,244	12,205	11,540	21,502	25,328
Public	31,796	49,947	18,491	20,686	19,592	38,892	35,461
Public: Daily Fee	0	66,596	21,071	23,028	22,769	47,280	47,345
Public: Municipal	31,796	199,788	151,010	203,417	140,409	219,227	141,280
Private	63,593	49,947	36,242	29,768	28,082	48,088	88,641
Premium (>$70)	0	0	36,242	42,086	44,340	108,623	144,978
Standard ($40-$70)	31,796	66,596	45,303	50,854	42,123	82,006	76,346
Value (<$40)	0	199,788	226,515	203,417	210,614	231,919	121,894
Golfers per 18 Holes							
Total	1,336	1,931	1,151	1,185	1,107	1,536	1,940
Public	2,004	3,862	1,739	2,008	1,880	2,778	2,716
Public: Daily Fee	0	5,149	1,981	2,235	2,184	3,377	3,626
Public: Municipal	2,004	15,447	14,200	19,745	13,470	15,658	10,821
Private	4,009	3,862	3,408	2,890	2,694	3,435	6,789
Premium (>$80)	0	0	3,408	4,085	4,254	7,758	11,104
Standard ($50-$80)	2,004	5,149	4,260	4,936	4,041	5,857	5,847
Value (<$50)	0	15,447	21,300	19,745	20,206	16,564	9,336
Population Indices (National 100)							
Total	84	99	48	48	46	85	100
Public	90	141	52	58	55	110	100
Private	72	56	41	34	32	54	100
Premium (>$70)	0	0	25	29	31	75	100
Standard ($40-$70)	42	87	59	67	55	107	100
Value (<$40)	0	164	186	167	173	190	100
Golfers Indices (National = 100)							
Total	69	100	59	61	57	79	100
Public	74	142	64	74	69	102	100
Private	59	57	50	43	40	51	100
Premium (>$80)	0	0	31	37	38	70	100
Standard ($50-$80)	34	88	73	84	69	100	100
Value (<$50)	0	165	228	211	216	177	100
Rounds per 18 Holes							
Rounds Potential (resident golfers)	20,294	31,233	19,671	20,343	18,825	24,267	29,423
Estimated Course Rounds (in-market supply)	56,959	44,883	48,779	47,745	48,855	40,952	29,423

APPENDIX D – BENCHMARKING - REGIONAL MUNICIPAL GOLF FACILITIES

Municipality	Facility	Management Structure	# Holes/ Type	Rounds Played	Peak Green Fee	Total Revenue	Total Operating Expenses	Total Maint. Expense	Total Maint. Labor Expense	Total Maint. Non-labor Exp.	Chemicals Budget[1]
Manatee County[3]	Manatee GC	Operating Lease	18 Reg.	50,875	$90	$2,218,669	$1,836,429	$1,083,556	$247,216	$836,340	$288,161
Manatee County[3]	Buffalo Creek GC	Operating Lease	18 Reg	50,439	$80	$2,221,928	$1,937,329	$1,136,661	$249,589	$887,072	$344,868
City of Bradenton	River Run Golf Links	Self-Operated	18 Reg	65,646	$54	$2,055,023	$1,946,994	$750,000[2]	$500,000[2]	$250,000	$81,378
City of Cape Coral	Coral Oaks GC	Self-Operated	18 Reg	55,186	$79	$3,200,000	$2,901,321	$1,122,503	$746,308	$376,195	$171,616
City of Fort Myers[5]	Eastwood GC	Self-Operated	18 Reg	60,044	$90	$2,266,302	$2,221,317				
City of Fort Myers[5]	Fort Myers CC	Self-Operated	18 Reg	70,502	$99	$2,298,437	$1,932,448				
Crossings at Fleming Island CDD	Eagle Harbor GC	Mgmt. Contract	18 Reg	44,686	$85	$3,765,915	$3,152,330	$1,300,000	$750,000	$550,000	$161,697
City of St. Petersburg	Mangrove Bay GC[4]	Self-Operated	18 Reg	86,391	$54	$3,700,000	$3,500,000	$1,028,234	$636,617	$391,617	$189,227
City of St. Petersburg						**$5,431,313**	**$4,745,728**	**$1,494,020**			
City of Tampa[5]	Rocky Point GC	Mgmt. Contract	18 Reg	45,101	$48	$1,872,599	$1,669,900	$774,987			
City of Tampa[5]	Rogers Park GC	Mgmt. Contract	18 Reg	29,696	$47	$1,152,689	$1,027,916	$477,047			
City of Tampa[5]	Babe Zaharias GC	Mgmt. Contract	18 Reg	35,605	$38	$1,136,044	$1,013,072	$470,159			
City of Tampa[5]				**110,402**		**$4,161,332**	**$3,710,888**	**$1,722,193**			

Table Notes:

1 Chemicals include fertilizers, pesticides, herbicides, seed, sod, and sand.
2 River Run maintenance and maintenance labor budgets are NGF estimates based on expense data provided by the City.
3 Manatee County's lease agreement with Pope Golf originated in 2011; the latest amendment (June 6, 2023) increases the annual lease payment by 7.7% to $355,472 (original amount $275K)
4 Mangrove Bay numbers include 9H par-3 Cypress Links; Maintenance Expense does not include allocated expense from Irrigation Repairs and Vehicle Maintenance subdivisions of City Golf Fund.
5 Data for Fort Myers and Tampa are for FY21; all others FY22.

General Notes:

City of Dunedin - Three-year private maintenance agreement for Dunedin Golf Club is for $2.37 million (with annual CPI adjustments); includes all equipment.
GCSAA Survey: U.S. Average (2022) maintenance budget for 18H muni course was $621,190; labor average = $349,839; labor averaged 56.75% of total maintenance budget.

APPENDIX E – ASGCA LIFE CYCLE CHART

GOLF COURSE ITEMS
EXPECTED LIFE CYCLE

HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

No two golf courses are alike except for one thing: deferring replacement of key items can lead to greater expense in the future, as well as a drop in conditioning and player enjoyment. The following information represents a realistic timeline for each item's longevity.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. The American Society of Golf Course Architects (ASGCA) encourages golf course leaders to work with an ASGCA member, superintendents and others to assess their course's components.

ITEM	YEARS
Greens (1)	15 – 30 years
Bunker Sand	5 – 7 years
Irrigation System	10 – 30 years
Irrigation Control System	*10 – 15 years*
Pump Station	*15 – 20 years*
Cart Paths – asphalt (2)	5 – 10 years (or longer)
Cart Paths – concrete	15 – 30 years (or longer)
Practice Range Tees	5 – 10 years
Tees	15 – 20 years
Corrugated Metal Pipes	15 – 30 years
Bunker Drainage Pipes (3)	5 – 10 years
Mulch	1 – 3 years
Grass (4)	Varies

NOTES: *(1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 - 2 years after installation. (3) Typically replaced because the sand is being changed – while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace – for example, those that are more drought and disease tolerant — replanting may be appropriate, depending upon the site.*

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf:

For more information, contact ASGCA at (262) 786-5960 or visit www.ASGCA.org

DATA COMPILED BY ASGCA, 125 NORTH EXECUTIVE DRIVE, SUITE 302, BROOKFIELD, WI 53005

APPENDIX F – HOLE BY HOLE DESIGN NOTES

Note: Yardages shown are of Blue, White, Gold, Red tees in descending order.

Hole 1: 361-330-300-265 (Par 4)

- One long tee box provides tee flexibility.
- There are two small forward tees split by the cart path that crosses the fairway in front of the back tee to the left of the hole.
- Cart path crosses fairway to avoid pond in the corner of the dogleg.
- Tree and pond in the dogleg corner require only a 260-yard tee shot to carry from the tips.
- Strategy is to cut the corner on the right to gain a shorter approach shot.
- A 260-yard tee shot from the tips will run through the dogleg on the other side if hit straight.
- Rip-rap around pond is visually distracting.
- Cart path runs over the top of mounds to left of the fairway.
- Bunker in front limits run-up approaches.

Hole 2: 423-378-353-328 (Par 4)

- Narrow landing area (25 yards) surrounded by Brazilian Pepper and other invasives on both sides. Invasives on the right have grown up from nothing since golf course was built. Invasives on the left have been there since at least 1995 but have been cut and then grown back at times since.
- View of pond to the right is blocked by invasives.
- Strategy is to hit the ball straight down the center or be in the trees.

Hole 3: 357-328-280-238 (Par 4)

- Hole appears even narrower off the tee than #2 with invasives encroaching on both sides. Invasives lining ditch on right side for the first 75 yards off the tee block the right side of the fairway beyond.
- Cart path on left appears to be in middle of the fairway. Fairway can expand left if cart path moves farther left.
- Strategy is to hit the ball straight down the center or be in the trees.

Hole 4: 388-349-325-289 (Par 4)

- Invasives lining the pond to the right off the tee block the view of the landing area.
- View off the tee is of the cart path as it crosses in front of the tees.
- Although invasives along the right side appear to encroach on the fairway, they are actually further away from the hole near the green than in 1995. The invasive pinch point is still the same but is beyond the landing area.
- Strategy is to hit the ball straight down the center or be in the trees.

Hole 5: 148-130-112-93 (Par 3)

- Rip-rap around pond dominates view.
- Bunker to right of green is too big. Right half of it provides penalty only for those who it hit too far to the right anyway. Bunker is almost the same square footage as the putting surface (15% smaller).
- Cart path crosses hole between pond and green but is hidden by elevation.

Hole 6: 368-343-318-292 (Par 4)

- Cart path dominates view of hole from the tees.
- Straight hole but the fairway shape makes it appear as a dogleg-left.
- Strategy is to hit the ball straight down the center or be in the trees.
- Front left greenside bunker is the same position as the first and fourth greens.

Hole 7: 352-336-292-263 (Par 4)

- Dogleg-right is a carbon-copy of the first hole except without the tree to the right of the landing area.
- 268-yard tee shot off the back tee needed to carry pond in the inside corner of the dogleg.
- Strategy is to cut the corner off the tee for a shorter approach. Fairway runs out 280 yards off the back tee so long hitters must shape a shot off the tee.
- Far corner of the dogleg is 20 yards further out than the far corner on the first hole.
- Cart path crosses the fairway in front of the tees and is in the corner of the dogleg.

Hole 8: 194-164-134-99 (Par 3)

- Oaks on left side block view of the left side of the green.
- Cart path crosses the fairway in front of the tees.

Hole 9: 523-500-477-411 (Par 5)

- Cart path crosses the fairway in front of the tees.
- Cart path runs along right side of pond on the right side of fairway.
- Many drainage potholes.
- Strategy is to cut the right-side corner on the second shot to reach the green in two or play as close to that side as possible for as short a third shot as possible.

Hole 10: 351-333-315-297 (Par 4)

- Strategy is to hit the ball straight down the center or be in the trees.

Hole 11: 550-525-470-432 (Par 5)

- Routing-wise, this is the same hole as #9 with a pond in the corner of the dogleg to challenge the golfer to cut the right-side corner on the second shot to reach the green in two or play as close to that side as possible for as short a third shot as possible.
- Bridge from tees to fairway is in terrible shape.
- A fairway bunker on the right of the first landing area does not challenge the golfer to gain any advantage. If the golfer plays over it, the golfer will be in rough and behind trees.
- Invasives block the right side of the bunker from view off the tee.
- Cart path again crosses the fairway in front of the tees.

Hole 12: 398-377-356-326 (Par 4)

- Cart path crosses the fairway in front of the tees.
- Trees along right side block approaches from that side.
- Strategy is to hit down the left side of the tee for an open approach to the green from that side. If one plays down the right side, approach will need to play over greenside bunker on that side.

Hole 13: 382-367-352-282 (Par 4)

- Cart path dominates view of hole from the tees.
- Sharp dogleg-right that forces all golfers to hit to the end of the fairway and play their approach from there. Fairway ends 235 yards from the back tee.
- Trees in corner of the fairway block any approaches from that side or any approaches hit 210 yards or less from the back tees, short of the turn.
- Added tee to the left in 2005 does allow for a heroic tee shot (206 yards over the tree) to cut the corner.
- Strategy is to hit past the corner of the dogleg. The closer one plays to the trees and far enough, the shorter the approach.

Hole 14: 377-351-325-287 (Par 4)

- Fairway runs out at cart path 250 yards from the back tee.
- A tee shot of 270 yards with a slight hook off the tee can carry a crossing creek but the trees encroach on both sides. Any tee shot down the left side without reaching creek (most tee shots) will force a lay-up before the creek.
- Most golfers can't carry the creek with their second shot, requiring an additional lay-up for a third shot approach into this par four. This hole creates pace of play issues more than any other hole because it has a forced carry for the second shot.
- Clearing trees along the left side corner of the dogleg will eliminate most needs to lay up, speed up play, and allow for a heroic tee shot strategy. Right now, the strategy is to hit it straight down the

middle off the tee far enough to avoid trees on the left side from blocking any approaches from that side.

- Left side of the green is blocked from view from the left side on the tee side of the creek.

Hole 15: 194-160-145-123 (Par 3)

- This hole looks just like the 8th hole and plays the exact same distance (194 yards) from the back tees (similar distances from the other tee boxes as well).
- The bunkers behind the green are different than on #8 but are visually the same because they are blind from the tee.
- Cart path crosses the fairway in front of the tees.

Hole 16: 381-351-300-261 (Par 4)

- Strategy is to hit the ball straight down the center or be in the trees.
- Cart path crosses the fairway in front of the tees.
- Ditch past the tees has widened due to erosion over the years.
- Carry over the ditch off the tees is not long (177 yards from the tips; 43 yards from the forward tees).
- Green is a replica of one and four with front right greenside bunker blocking any approaches from that side.

Hole 17: 150-134-117-100 (Par 3)

- Tee shot requires a manageable carry over a pond with the green sixty yards past the water.

Hole 18: 421-380-360-323 (Par 4)

- Cart path crosses the fairway in front of the tees.
- There is an area of roughly one-half acre to the left of the hole past the ditch that can be converted to no-mow area without affecting playability for any level of golfer.
- Strategy is to hit the ball straight down the center or be in the trees.
- Bridge from tees to fairway is in terrible shape.
- Yet another bunker at the front right corner of the green (this happens on twelve holes).

Totals: 6,318 / 5,836 / 5,331 / 4,709 (Par 70)

APPENDIX G – ILLUSTRATION OF POTENTIAL NO-MOW AREAS AND BUNKERS FOR REMOVAL



RIVER RUN GOLF LINKS
BRADENTON, FLORIDA
JULY 28, 2023

RICHARD MANDELL GOLF ARCHITECTURE

APPENDIX H – GRAND RE-OPENING

Prior to Reopening

Once commitment to the renovation is made, the City of Bradenton should communicate to the community – via emails, press releases, etc. - what the project components will be, why the renovation is being undertaken, what the expected timeframe is, etc. Messaging should emphasize that the renovation will result in essentially a new golf course that will remain affordable for city residents and others.

The City can begin creating "buzz" early, with periodic updates on construction progress sent to the golfer database, as well as to regional golfers (email databases are available through NGF and other sources). City staff, perhaps working in tandem with the Chamber of Commerce, should send periodic press releases to regional and national golf media (your architect will help with this effort by providing updates to the American Society of Golf Course Architects for inclusion in their trade publications).

The months leading up to reopening are also a good time to get larger outings (e.g., charities, businesses, civic organizations, etc.) on the books; either someone on staff or a part-time incentive-based (if permissible by City) direct salesperson can aggressively target these groups. The City may also choose this pre-opening time, and the first few days after opening, to sell memberships at a small discount (to new, updated pricing).

Also prior to grand reopening, focus should be on strategic initiatives surrounding the grand re-opening. Examples include updating and communicating the golf course's brand, perhaps creating a new logo, and building a new dedicated website (separate from City website). In some cases, the facility can also benefit from a name change, even if subtle. Finally, it is important to extend these branding evolutions across all marketing and communication platforms, including the website.

The City may wish to consider retaining an outside Marketing / Public Relations firm to manage all of these activities. This firm could develop an extensive PR strategy, including a press kit for communicating grand opening events and facility improvements to media and affinity groups. The chosen company could deploy tactics across print, digital and paid social channels and, as the grand-reopening date approaches, manage direct email marketing efforts for VIPs, media and other special guests.

Whether the City or an outside company manages the publicity, news coverage leading up to the reopening event(s) should include announcements in local weekly newspapers and business magazines, television/radio programs, social media accounts, and online outlets.

Soft Reopening

A common strategy NGF has observed is hosting a "soft" opening / reopening anywhere from days before to a month or more before the grand reopening to the general public. The soft opening is typically restricted to media, golf writers, noted area golfers, and local golf dignitaries (e.g., City Council) and celebrities. Festivities may begin with opening remarks and include a welcoming toast for attendees, food service, and a ribbon-cutting ceremony. The day would conclude with a golf outing (e.g., shotgun start, 9-hole scramble) featuring contests (closest to the pin, hole-in-one, etc.), raffle prizes, music, etc.

Grand Reopening

Following the soft reopening event or other "VIP preview", the official Grand Reopening celebration can be either a single-day or two-day event featuring a 9-hole or 18-hole shotgun outing, complete with the elements noted above. The golf would be followed by food and refreshments, perhaps preceded by a ribbon-cutting ceremony by the Mayor or full City Council. The following days, with the course officially opened to the public, may include more tournament-style play or simply regular play.

APPENDIX I – SAMPLE COMMUNICATION TO CUSTOMER DATABASE

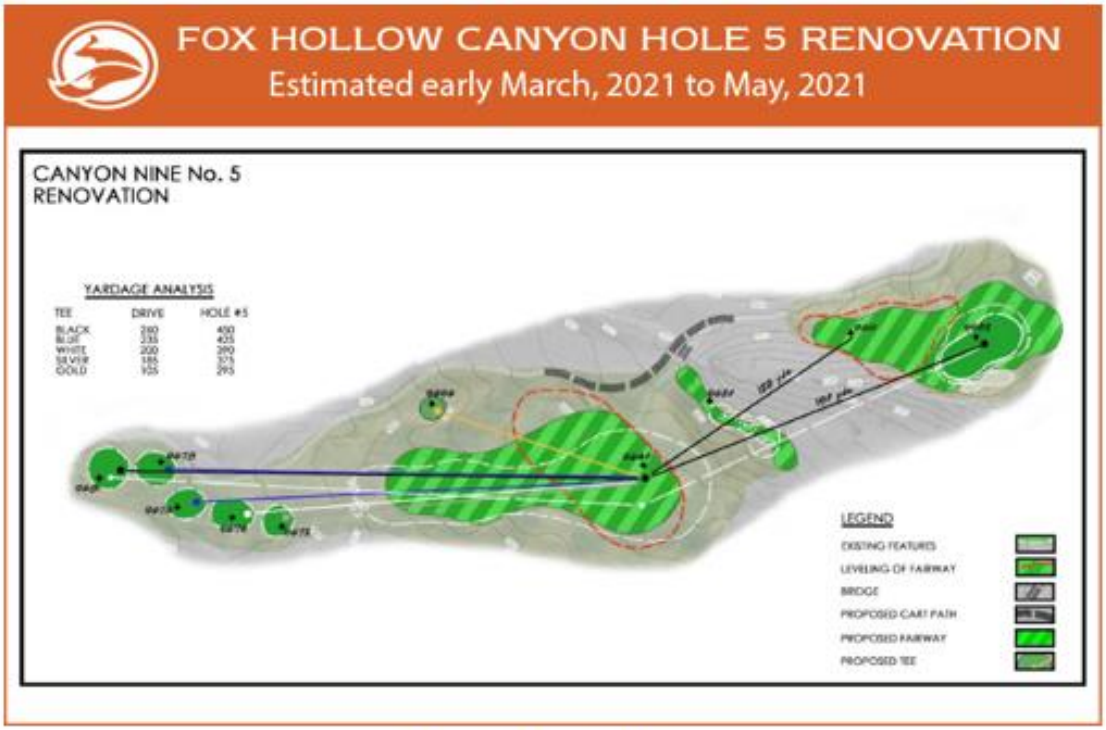




WHAT YOU NEED TO KNOW

A new replacement irrigation system is planned for the 27-hole Fox Hollow Golf Course. The primary goals of the irrigation replacement include improved playing conditions, electrical and water saving and increased system longevity. Anticipated efficiencies result in a 20% savings compared to the existing system. Timing estimates of early February, 2021 to October, 2021 are weather dependent.

How will this impact you? Some holes may be modified during construction, including temporary hole and practice facility closures. This will ensure everyone's safety. If applicable, discounts for greens fees will be applied at the time of payment for your round. Thank you for your patience while we work to improve your golf experience.



CANYON HOLE NO. 5

Fox Hollow Canyon hole no. 5 will be renovated between early March, 2021 and May, 2021 (weather dependent).

The primary goals of the renovation of Fox Hollow's Canyon hole no. 5 include playability, improved pace of play, course efficiencies and overall enjoyment of Fox Hollow.

How will this impact you? The hole may be closed at times or played as a 3 par. This will ensure everyone's safety. If applicable, discounts for greens fees will be applied at the time of payment for your round.

Again, thank you for your patience while we work on this additional 2021 improvement.

APPENDIX J – EXAMPLE OF "DASHBOARD" PROGRESS REPORT

Current Year - September ' 2016				
Rounds	September ' 2016	YTD	Monthly Revenue by Category	YTD Avg Rd/Day 366 Days
Member	290	4,724	5,800	13
Member Guests	19	624	654	2
Rack Rate	282	5,433	28,351	15
MB Residents	424	8,592	21,420	23
So FL Residents	135	2,085	11,297	6
Tournament	258	4,171	30,480	11
9-Hole Member	153	2,105	1,836	6
Canadian Golf Pass	3	496	230	1
Promotions-High School	42	125	840	0
Premier Summer Member	1,790	14,328	57,915	39
Total	3,396	42,683	158,823	117

Range	1,508	20,853
Annual Members Sold	0	145

Prior Year September' 2015				
Rounds	September' 2015	YTD	Monthly Revenue by Category	YTD Avg Rd/Day 365 Days
Member	249	4,358	4,980	12
Member Guests	31	593	1,300	2
Rack Rate	367	6,618	39,962	18
MB Residents	308	7,227	15,705	20
So FL Residents	163	2,130	14,060	6
Tournament	164	4,572	19,680	13
9-Hole Member	134	2,513	1,608	7
Canadian Golf Pass	2	554	144	2
Promotions-High School	48	77	0	0
Premier Summer Member	1,600	14,397	51,810	39
Total	3,066	43,039	149,249	118

Range	1,434	18,160
Annual Members Sold	0	135

	Actual		Budget		Variance	
Golf Revenue	September ' 2016	YTD	September ' 2016	YTD	+/- Var	+/- Var - YTD
Greens Fees	71,227	1,957,495				
Cart Fees	87,596	1,005,998				
Membership @ 1/1	64,154	587,224				
Sub-Total Golf Revenue	222,977	3,550,717	235,675	4,024,000	-12,698	-473,283
Other Revenue						
Range	12,333	169,454				
Lessons @ 20%	3,200	107,009				
ProShop Lease @ 5%	2,442	38,295				
Miscellaneous	0	0				
Food & Bev Lease @ 5%	3,840	51,969				
Sub-Total Other Revenue	21,815	366,727	23,500	326,000	-1,685	40,727
Totals	244,792	3,917,444	259,175	4,350,000	-14,383	-432,556

Ttl Merch YTD	765,900
Ttl Lessons YTD	535,045
Ttl F&B YTD	1,039,380

Deferred Income	
Membership Fees (recognized & unrecognized)	0

	Prior Year - September ' 2015		Budget		Variance	
Golf Revenue	September' 2015	YTD	September' 2015	YTD	+/- Var	+/- Var - YTD
Greens Fees	70,986	2,166,576				
Cart Fees	78,263	1,009,768				
Membership @ 1/1	64,585	574,373				
Sub-Total Golf Revenue	213,834	3,750,717	239,000	3,997,000	-25,166	-246,283
Other Revenue						
Range	12,553	163,780				
Lessons @ 20%	3,764	65,131				
ProShop Lease @ 5%	2,308	41,642				
Miscellaneous	0	0				
Food & Bev Lease @ 5%	3,014	47,734				
Sub-Total Other Revenue	21,639	318,287	22,500	340,000	-861	-21,713
Totals	235,473	4,069,004	261,500	4,337,000	-26,027	-267,996

Ttl Merch YTD	832,840
Ttl Lessons YTD	325,655
Ttl F&B YTD	954,680

Deferred Income	
Membership Fees (recognized & unrecognized)	0

APPENDIX K – FINANCIAL PROJECTIONS – RIVER RUN GOLF LINKS

RIVER RUN GOLF LINKS - "As Is" – FY2024 – FY2028

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Total Rounds Played	**64,000**	**62,000**	**60,000**	**58,000**	**56,000**
Operating Revenues					
Green + Cart Fees	$1,827,200	$1,823,200	$1,817,300	$1,809,400	$1,799,500
Pro Shop	86,400	85,400	84,300	83,100	81,800
Snack Bar / Food & Beverage	137,600	136,000	134,200	132,300	130,300
Miscellaneous Revenue	41,400	40,900	40,400	39,800	39,200
Total Operating Revenue	**$2,092,600**	**$2,085,500**	**$2,076,200**	**$2,064,600**	**$2,050,800**
Cost of Goods Sold					
Merchandise	$47,500	$47,000	$46,400	$45,700	$45,000
Food & Beverage	71,600	70,700	69,800	68,800	67,800
Total COGS	**$119,100**	**$117,700**	**$116,200**	**$114,500**	**$112,800**
Adjusted Gross Revenue	**$1,973,500**	**$1,967,800**	**$1,960,000**	**$1,950,100**	**$1,938,000**
Operating Expenses					
Labor (incl. benefits)	$1,100,000	$1,144,000	$1,189,800	$1,237,400	$1,286,900
Other Operating (excl. Depr./Amort.)	450,000	463,500	477,400	491,700	506,500
Total Operating Expenses	**$1,550,000**	**$1,607,500**	**$1,667,200**	**$1,729,100**	**$1,793,400**
Net Oper. Inc. (before Depr./Amort.)	**$423,500**	**$360,300**	**$292,800**	**$221,000**	**$144,600**
INPUTS:					
Revenue per Round					
Green + Cart Fees	$28.55	$29.41	$30.29	$31.20	$32.13
Pro Shop	1.35	1.38	1.40	1.43	1.46
Snack Bar / Food & Beverage	2.15	2.19	2.24	2.28	2.33
Miscellaneous Revenue	0.65	0.66	0.67	0.69	0.70
Total Operating Revenue	**$32.70**	**$33.64**	**$34.60**	**$35.60**	**$36.62**

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

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

SUBJECT: Central, Downtown, and Tamiami Trail CRA Redevelopment Area Plan Drafts

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Redevelopment Area Plan updates for the Community Redevelopment Agency of the City of Bradenton's Central, Downtown, and Tamiami Trail Redevelopment Areas.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Yes

SUGGESTED MOTION:
Motion to approve the Redevelopment Area Plan drafts for the Central, Downtown, and Tamiami Trail Redevelopment Areas and instruct staff to continue the statutory amendment process.

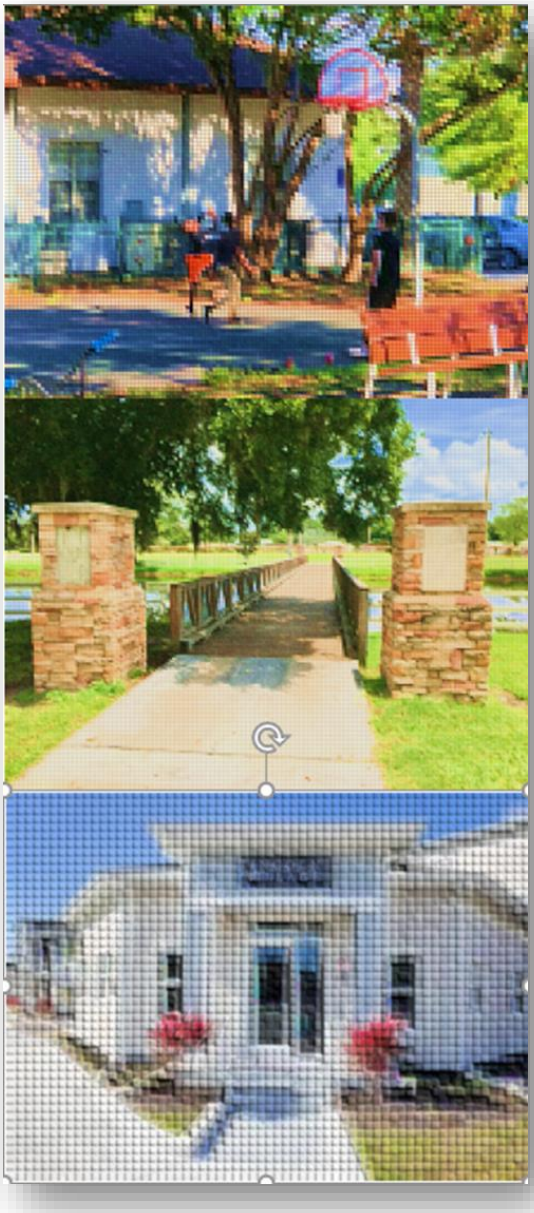
ATTACHMENTS:

Central Sustainable Redevelopment Plan
Downtown Sustainable Redevelopment Plan
Tamiami Trail Sustainable Redevelopment Plan

CRA
CITY OF Bradenton

Sustainable Redevelopment Plan

Central Community Redevelopment Area



BRADENTON COMMUNITY REDEVELOPMENT AGENCY

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1. DEFINITIONS

1.1. Act

The *Community Redevelopment* Act of 1969.[1]

1.2. Affordable Housing

Defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of area median income.

1.2.2 Very low income describes a family at or below 50% of area median income.

1.2.3 Low income describes a family at or below 80% of area median income.

1.2.4 Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs). The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.[2]

1.3. Area

Florida Statute designated *redevelopment area*. For this document, the Central Community Redevelopment *Area* described in APPENDIX A.[3]

1.4. Blighted Area or Blight

An *Area* in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic* distress; and in which two or more of the following factors are present:

1.4.1 Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

1.4.2 Aggregate assessed values of real property in the *Area* for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

1.4.3 Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

1.4.4 Unsanitary or unsafe conditions.

1.4.5 *Deterioration* of site or other improvements.

1.4.6 Inadequate and outdated building density patterns.

1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.
1.4.10 Incidence of crime in the *Area* higher than in the remainder of the county or municipality.
1.4.11 Fire and emergency medical service calls to the *Area* proportionately higher than in the remainder of the county or municipality.
1.4.12 A greater number of violations of the Florida Building Code in the *Area* than the number of violations recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[4]
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term "*Blighted Area*" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *Area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted.* For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.[5]

1.5. Board of Commissioners (Board)

Provides oversite to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.[6]

1.6. Brownfield site

Means real property, the expansion, *redevelopment*, or reuse of which may be complicated by actual or perceived *environmenta*l contamination.[7]

1.7. Brownfield area

means a contiguous area of one or more *brownfield* sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of *redevelopment areas*, enterprise zones, empowerment zones, other such designated *economically* deprived communities and areas, and Environmental Protection Agency-designated *brownfield* pilot projects.[8]

1.8. Conservation

Means the following:

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4 FLORIDA STATUTE 163.340 (8)(N)
5 FLORIDA STATUTE 163.340 (8)
6 CITY OF BRADENTON ORDINANCE 2967
7 FLORIDA STATUTE 376.79 (4)
8 FLORIDA STATUTE 376.79 (5)

1.8.1. A careful preservation and protection of something.
1.8.2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
1.8.3. The preservation of a physical quantity during transformations or reactions.[9]

1.9. Community Advisory Committee (CAC)

An *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol. [10]

1.11. Community redevelopment (redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *Area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and *economically* distressed, or *rehabilitation* or *conservation* in an *Area*, or any combination or part thereof, in accordance with a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.8.4. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
1.8.5. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *Area* or *Areas*, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[11]

9 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION
10 FLORIDA STATUTE 163.340 (23)
11 FLORIDA STATUTE 163.355 (2)

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute. For this document, The Bradenton *Community Redevelopment Agency*.[12]

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure that makes it possible for *owners* of commercial, industrial, multifamily, and nonprofit properties to obtain low-cost, long-term financing for energy efficiency, renewable energy and wind hardening projects.[13]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[14]

1.15. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.[15]

1.16. Disseminate

To spread abroad as though sowing seed. To disperse throughout.[16]

1.17 Economic

Relating to, or based on the production, distribution, and consumption of goods and services.[17]

1.17. Elderly

Persons 62 years of age or older.[18]

1.18. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[19]

1.19. Governing Body

The council, commission, or other legislative body charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[20]

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12 Florida Statute 163.340 (1)
13 https://www.fdfcbonds.com/cpace
14 https://www.cpted.net/
15 2018 International Code Council, International Property Maintenance Code. (202)
16 https://www.merriam-webster.com/dictionary/disseminate
17 https://www.merriam-webster.com/dictionary/economic
18 Florida Statute 420.503 (16)
19 https://www.merriam-webster.com/dictionary/Environment
20 Florida Statute 163.340 (3)

1.20. Increment Revenue

The non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *Area*.

1.21. Intensify

To grow stronger or more acute.[21]

1.22. Non-conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not conform to the [current] regulations.[22]

1.23. Occupant

See tenant.

1.24. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, *tenant* in common, *tenant* in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of such building or land.[23]

1.25. Property Accessed Clean Energy (PACE)

A Florida public entity that provides *homeowners* with financing options for energy-efficient and hurricane-resistant home improvements.

1.26. Redevelopment Plan (Plan)

The approved *redevelopment* directions as exists from time to time, for an *Area*.[24]

1.27. Rehabilitate

Means the following:

1.8.6. To restore to a former capacity.
1.8.7. To restore to good repute.
1.8.8. Reestablish the good name of.
1.8.9. Restore to a former state.
1.8.10. Restore or bring to a condition of health or useful and constructive activity. [25]

1.28. Remediate

To make (something) the target of remedial action: to provide a remedy for. [26]

1.29. Revitalize

To give new life or vigor to.[27]

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21 https://www.merriam-webster.com/dictionary/intensify
22 2021 International Zoning Code
23 Bradenton Code of Ordinances Sec 1.2
24 Florida Statute 163.340 (11)
25 https://www.merriam-webster.com/dictionary/rehabilitate
26 https://www.merriam-webster.com/dictionary/Remeidate
27 https://www.merriam-webster.com/dictionary/revitalize

1.30. Slum area or Slums

An *Area* having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1.8.11. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
1.8.12. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
1.8.13. The existence of conditions endangering life or property by fire or other causes.[28]

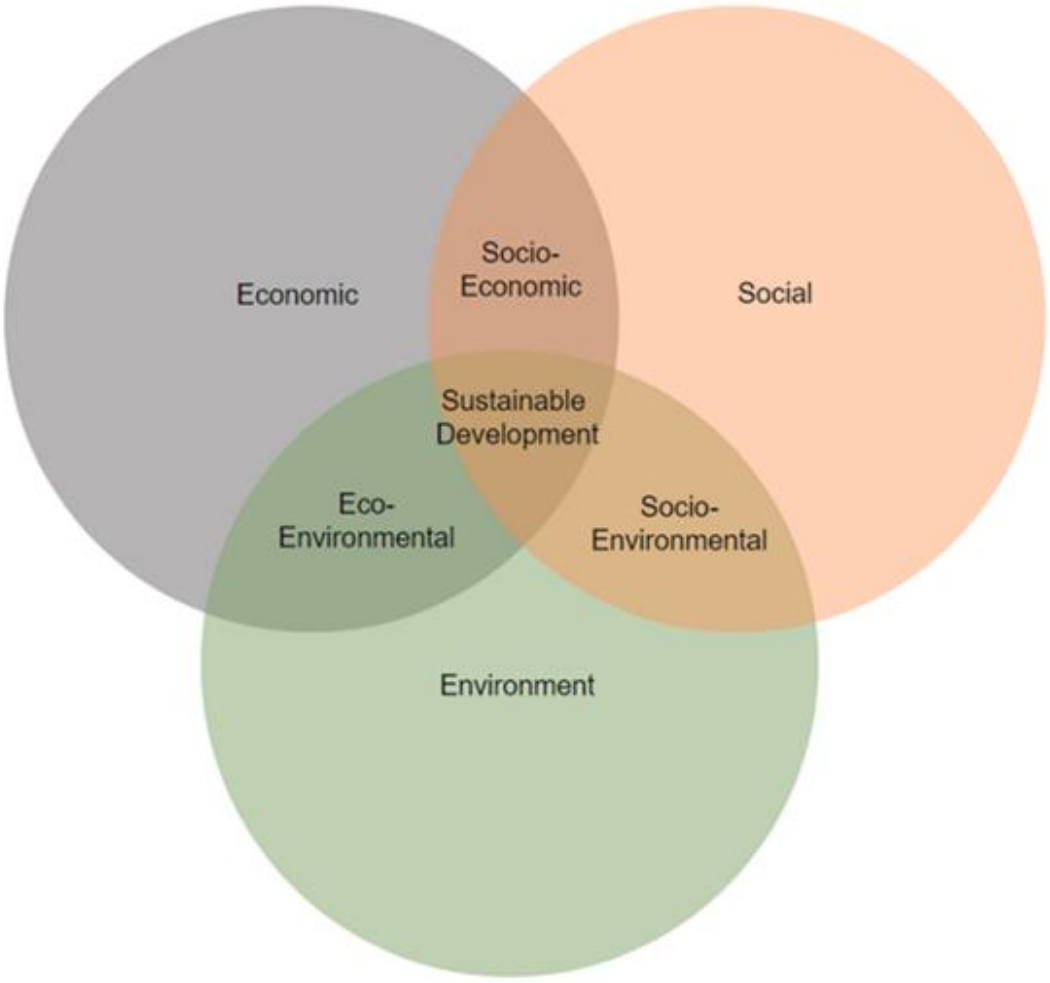
1.31. Social

Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[29]

1.32. Sustainable Redevelopment

A theoretical framework based on the synergy of *economic*, *social*, and *environmental* elements visualized as the Venn diagram below.[30]

28 FLORIDA STATUTE 163.340 (7)
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
30 DR. EDWARD B. BARBIER (1987)


Economic
Socio-
Economic
Social
Sustainable
Development
Eco-
Environmental
Socio-
Environmental
Environment

2. ECONOMIC

1.33. GOAL

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit *economies*, *disseminate* through by means of *redevelopment*, safety and a vibrant, diverse, developing, and redeveloping community. The *Agency* may also engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

1.34. REDEVELOPMENT

1.34.1. Intent

1.34.1.1. The *Agency* may encourage commerce according to the following activities:

1.34.1.1.1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[31]

1.34.1.1.2. Removal of *blighted* conditions that include areas that lead to *economic* distress [32] and *economic* and *social* liabilities that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.[33]

1.34.1.1.3. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[34]

1.34.1.1.4. *Revitalize*, *rehabilitate*, and redevelop the *Governing Body* designated *deteriorating* and *economically* distressed coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[35 and 36]

1.34.1.1.5. Tax base preservation and enhancement. [37 and 38]

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31 FLORIDA STATUTE 163.345 (1)
32 FLORIDA STATUTE 163.340 (8)
33 FLORIDA STATUTE 163.340 (1)
34 FLORIDA STATUTE 163.340 (6)
35 FLORIDA STATUTE 163.340 (7)
36 FLORIDA STATUTE 163.340 (9)
37 FLORIDA STATUTE 163.335 (5)
38 FLORIDA STATUTE 163.353

1.34.2. Policies

1.34.2.1. *Increment revenue* incentives, grants and other funding may be used for the following:

1.34.2.1.1. *Revitalize* of the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.
1.34.2.1.2. Reduction or maintenance of natural disaster evacuation times.
1.34.2.1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.

1.34.2.2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:

1.34.2.2.1. CAC.
1.34.2.2.2. Architectural Review Board.
1.34.2.2.3. Tree & Land Preservation Board.
1.34.2.2.4. Planning Commission.
1.34.2.2.5. Code Enforcement Special Magistrate.
1.34.2.2.6. Nuisance Abatement Board.
1.34.2.2.7. Bradenton Housing Authority.
1.34.2.2.8. Affordable Housing Advisory Committee.
1.34.2.2.9. Public Art Advisory Board.

1.34.2.3. Encourage new public and private employment and housing opportunities in the Area.
1.34.2.4. Encourage the growth of the Area's taxable real property.
1.34.2.5. Support the development of a maker space or business incubator.

1.35. IMAGE

1.35.1. INTENT

1.35.1.1. The *Agency* may *disseminate slum* clearance and *blighted area redevelopment* information as following:
1.35.1.2. File an annual report. [39]
1.35.1.3. Sponsor and finance *dissemination* of *redevelopment* in the *Area* for the following:
1.35.1.3.1. Commerce.
1.35.1.3.2. Image.
1.35.1.3.3. Culture.
1.35.1.3.4. Emergency Management and Resiliency.
1.35.1.3.5. Housing.
1.35.1.3.6. Infrastructure.

39 FLORIDA STATUTE 163.371 (2)

1.35.1.3.7. Property Maintenance.
1.35.1.3.8. Public Safety.
1.35.1.4. File an annual audit.[40]
1.35.1.5. Fila an annual report.
1.35.1.6. Apply for third-party *redevelopment* awards from a related associations and conferences.
1.35.1.7. Use Teachable *redevelopment* opportunities not limited to the following:
1.35.1.7.1. Relative state and national conventions.
1.35.1.7.2. Training courses and sessions.
1.35.1.7.3. University and college courses and certifications.
1.35.1.8. Earn certifications related to *redevelopment*, project management, finance and other related activities.

1.35.2. POLICIES

1.35.2.1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
1.35.2.2. Develop the *Agency* brand.
1.35.2.3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
1.35.2.3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
1.35.2.3.2. finance events that visibly increases the presence of *community policing innovation* as an element of a *community policing innovation* plan.
1.35.2.4. Establish at least one (1) *Area* merchants' association Main Street Program.

1.36. PROPERTY MAINTENANCE

1.36.1. INTENT

1.36.1.1. The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:
1.36.1.2. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements. [41]
1.36.1.3. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements. [42]
1.36.1.4. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise… including… the enforcement of other laws, codes,

40 FLORIDA STATUTE 163.387 (8)
41 FLORIDA STATUTE 163.370 (2) (H) 1
42 FLORIDA STATUTE 163.370 (2) (H) 2

and regulations relating to the use of land and the use and occupancy of buildings and improvements.[43]

1.36.2. POLICIES

1.36.2.1. Support *Governing Body* compliance by *intensify* compliance efforts in the *Area*.

1.36.2.2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

1.36.2.3. Use incentives to aid code compliance.

1.36.2.4. The *Agency* may assist in the correction of *non*-conformities and inconsistent future land use issues.

43 FLORIDA STATUTE 163.345 (1)

2. ENVIRONMENT

2.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery.[44] The *Agency* may also focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards. The *Agency* my take advantage of the special *redevelopment* relationship accorded to the through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

2.2. EMERGENCY MANAGEMENT AND RESILIENCY

2.2.1. INTENT

2.2.1.1. The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an *Area* needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that *Area* may be certified as a *blighted area*. [45]

3.2.1.1.2 Elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*,[46 and 47] especially by private enterprise.[48]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to disease…[49, 50 and 51]

3.2.1.1.4 *Blight* leads to *economic* distress and includes falling lease rates[52] per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[53]

3.2.1.1.5 The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and *economically* distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters. [54]

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44 FLORIDA STATUTE 163.360 (7) (E)
45 FLORIDA STATUTE 163.360 (10)
46 FLORIDA STATUTE 163.335 (2)
47 FLORIDA STATUTE 163.350
48 FLORIDA STATUTE 163.345 (1)
49 FLORIDA STATUTE 163.335 (1)
50 FLORIDA STATUTE 163.340 (7)
51 FLORIDA STATUTE 163.360 (8) (A) 3.
52 FLORIDA STATUTE 163.340 (8) (G)
53 FLORIDA STATUTE 163.340 (8) (I)
54 FLORIDA STATUTE 163.360 (7) (E)

2.2.2. POLICIES

2.2.2.1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.

2.2.2.2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.

2.2.2.3. Emergency *remediation* activities may include any activities agreed upon by the *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.

2.2.2.4. *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant *remediation*.

2.3. INFRASTRUCTURE

2.3.1. INTENT

2.3.1.1. The *Agency* may *intensify* the *Governing Body's* infrastructure projects by undertaking programs, and projects for the elimination of *blight* that includes the following:

2.3.1.1.1. Inadequacies such as transportation facilities,[55] including transit services, parking resources, street layouts, lot layouts, roadways, and bridges.[56] and [57]

2.3.1.1.2. Traffic congestion.[58]

2.3.1.1.3. Construct parks, playgrounds, other public improvements, and structures. [59] and [60]

2.3.1.1.4. *Intensify* the *Governing Body's* maintenance programs.

2.3.2. POLICIES

2.3.2.1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years. [61]

2.3.2.2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs. [62]

2.3.2.3. Improve access to public parks and open spaces. [63]

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55 FLORIDA STATUTE 163.335 (4)
56 FLORIDA STATUTE 163.340 (8) (A)
57 FLORIDA STATUTE 163.370 (2) (C) 8.
58 FLORIDA STATUTE 163.350
59 FLORIDA STATUTE 163.335 (4)
60 FLORIDA STATUTE 163.350
61 FLORIDA STATUTE 163.370 (3) (B)
62 FLORIDA STATUTE 163.335 (4)
63 FLORIDA STATUTE 163.340 (7) (A)

2.3.2.4. Support *Governing Body* and trust fund investing taxing authority, leased placemaking destinations, especially in a coastal tourism area, that encourage *economic*, *environmental*, and *social* well-being.[64, 65, and 66]
2.3.2.5. Plan and implement large (greater than 2 acres) parks and public access to the water. [67]
2.3.2.6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
2.3.2.7. Install Low Impact Development (LID) including permeable pavers and bioswales.
2.3.2.8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
2.3.2.9. Support *PACE* and *C-PACE* projects.
2.3.2.10. Prioritize improvements at intersections with unusually high accident rates.
2.3.2.11. Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
2.3.2.12. Maintain existing access and seek opportunities to increase public access to the waterfront.
2.3.2.13. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
2.3.2.14. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
2.3.2.15. Address *environmental* concerns and *redevelopment* related to *brownfield sites* and *areas*.

2.4. REMEDIATION

2.4.1. INTENT

2.4.1.1. *Environmentally rehabilitate* or *conserve* or a combination of both to *redevelop* properties in the *Area*.[68]
2.4.1.2. Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the *redevelopment* or ruse of *brownfield* sites.[69]
2.4.1.3. Encourage the designation of the *Area* as a *brownfield* area.[70 and 71]
2.4.1.4. Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield* site or area. The *Agency* may be used to the fullest extent of the law to encourage the *redevelopment* of *brownfield* sites and areas.[72] These incentives may assist as follows:

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64 FLORIDA STATUTE 163.335 (1)
65 FLORIDA STATUTE 163.335 (2)
66 FLORIDA STATUTE 163.335 (4)
67 FLORIDA STATUTE 163.365
68 FLORIDA STATUTE 376.78 (8)
69 FLORIDA STATUTE 376.78 (9)
70 FLORIDA STATUTE 376.79 (5)
71 FLORIDA STATUTE 376.80 (2) (B)
72 FLORIDA STATUTE 376.84

2.4.1.4.1. Financial.
2.4.1.4.2. Regulatory.
2.4.1.4.3. Technical. [73]

2.4.1.5. *Remediation* and *redevelopment* are a public investment promoting job creation and the elimination of public health and *environmental* hazards.[74]

2.4.1.6. Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[75]

2.4.2. POLICIES

2.4.2.1. *Increment revenue* grants may be used to support State of Florida *Brownfield Redevelopment* Program tax credits.

2.4.2.2. When an incentive is applied for, The *Agency* may loan property *owners remediation* funds as part of a Florida *Brownfield Redevelopment* Program *Brownfield* Site *Rehabilitation* Agreement (BSRA) where program tax credits are monetized.

2.4.2.3. A *redevelopment* grant may be applied for, after a *remediation* loan, once the state tax credits have been awarded to the *Agency*.

2.4.2.4. The *Agency* may acquire perceived *brownfield* sites and areas for *remediation* and *redevelopment* by the private sector.

73 FLORIDA STATUTE 376.84
74 FLORIDA STATUTE 376.84
75 FLORIDA STATUTE 163.340 (8) (N)

3. SOCIAL

3.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*. The *Agency* may focus resources redeveloping residential and mixed-use structures and reducing or eliminating crime and increasing public safety through *community* policing innovations. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

3.2. CULTURE

3.2.1. INTENT

3.2.1.1. The *Agency* may *intensify* the *Governing Body's* cultural activities as following:

3.2.1.1.1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[76]

3.2.1.1.2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[77]

3.2.1.1.3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.[78]

3.2.1.1.4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[79]

3.2.2. POLICIES

3.2.2.1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

3.2.2.1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.

3.2.2.1.2. Historical State and Federal certified sites.

3.2.2.1.3. Artistic sites certified by the Public Art Advisory Board.

3.2.2.2. The financial support of public and private art may be considered as an *increment revenue* expenditure.

3.2.2.3. Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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76 FLORIDA STATUTE 163.340 (9)
77 FLORIDA STATUTE 163.355 (2)
78 FLORIDA STATUTE 163.335 (2)
79 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

3.3. HOUSING

3.3.1. INTENT

3.3.1.1. The *Agency* may *intensify* the *Governing Body's* housing stock by:

3.3.1.1.1. Providing for the Area's low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[80]

3.3.1.1.2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[81]

3.3.1.1.3. Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[82]

3.3.1.1.4. Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[83,84,85, and 86]

3.3.2. POLICIES

3.3.2.1. The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

3.3.2.1.1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.[87]

3.3.2.1.2. Support *rehabilitation* grants for *deteriorated* housing.

3.3.2.1.3. Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

3.3.2.1.4. Incentivize developers for providing housing sites.

3.3.2.1.5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

3.3.2.1.6. Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

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80 FLORIDA STATUTE 163.360 (2) (C)
81 FLORIDA STATUTE 163.340 (9)
82 FLORIDA STATUTE 163.370 (2) (J)
83 FLORIDA STATUTE 163.335 (6)
84 FLORIDA STATUTE 163.340 (9)
85 FLORIDA STATUTE 163.340 (10)
86 FLORIDA STATUTE 163.350
87 FLORIDA STATUTE 163.340 (9)

3.3.2.1.7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
3.3.2.1.8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:

3.3.2.1.8.1. Land trusts and land banks.
3.3.2.1.8.2. Rental or ownership markets.
3.3.2.1.8.3. Alternative energy point sourcing.
3.3.2.1.8.4. Pocket neighborhoods.
3.3.2.1.8.5. Sustainably affordable financial accommodations.
3.3.2.1.8.6. Natural disaster and energy resilient construction.

3.3.2.1.9. Support *PACE* and *C-PACE* and similar program projects.
3.3.2.1.10. The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.
3.3.2.1.11. Incentive all new housing units, regardless of income, that meet one of the following:

3.3.2.1.11.1. A positive cost/benefit analysis over the *Agency*'s life.
3.3.2.1.11.2. Redevelop a *Governing Body* designated *slum* or *blighted* structure.
3.3.2.1.11.3. *Remediate* and *redevelop* a designated *brownfield* site or area.

3.4. PUBLIC SAFETY

3.4.1. INTENT

3.4.1.1. The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

3.4.1.1.1. The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.
3.4.1.1.2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*.
3.4.1.1.3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovations*.
3.4.1.1.4. The … *Plan* may provide for developing and implementing *community policing innovations*.

3.4.2. POLICIES

3.4.2.1. The *Agency* shall not institute *community policing innovation* unless:

3.4.2.1.1. The *Governing Body* has approved its development.
3.4.2.1.2. It is noted in the *Plan*.

3.4.2.2. The *Agency* may assist the *Governing Body* with the following:

3.4.2.2.1. The *increment revenue* funding provides for a strengthening of existing policing resources.
3.4.2.2.2. Encourage *community policing innovation* though *CPTED* in buildings, streets, and other designs.
3.4.2.2.3. Make use of *community policing innovation* as defined by its *redevelopment* definition.
3.4.2.2.4. Make use of *CPTED*.
3.4.2.2.5. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.
3.4.2.2.6. Address homelessness and vagrancy issues.

4. STATUTORY POWERS

4.1. GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

4.1.1. INTENT

It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* in accordance with this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

4.1.2. POLICIES

4.1.2.1. Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

4.1.2.2. *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

4.1.2.3. If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

4.1.2.4. Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

4.1.2.5. Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

4.1.2.6. Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

4.1.2.7. Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

4.1.2.8. Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

4.1.2.9. Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

4.1.2.10. The *Agency* is not authorized with the following powers:

4.1.2.10.1. Eminent domain.[88]

4.1.2.10.2. Construct or expand administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a *community policing innovation*.

4.1.2.10.3. Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.

4.1.2.10.4. General government operating expenses unrelated to the planning and carrying out of a *Plan*.

4.1.2.10.5. Fund third party entity administrative, project, or program costs not association with this *Plan*.

88 FLORIDA STATUTE 163.335 (7)

5. STATUTORY REQUIRED ELEMENTS OF THE PLAN

5.1. GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

5.1.1. INTENT

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in italics, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

5.1.1.1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

5.1.1.2. Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

5.1.1.3. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

5.1.1.4. The approximate number of dwelling units.

2,000

5.1.1.5. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

5.1.1.6. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are design to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged though private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting school population.

5.1.1.7. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield* site and area *remediation*, parks, parking, parling garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan*.

5.1.1.8. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

5.1.1.9. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

5.1.1.10. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required.

5.1.1.11. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

5.1.1.12. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

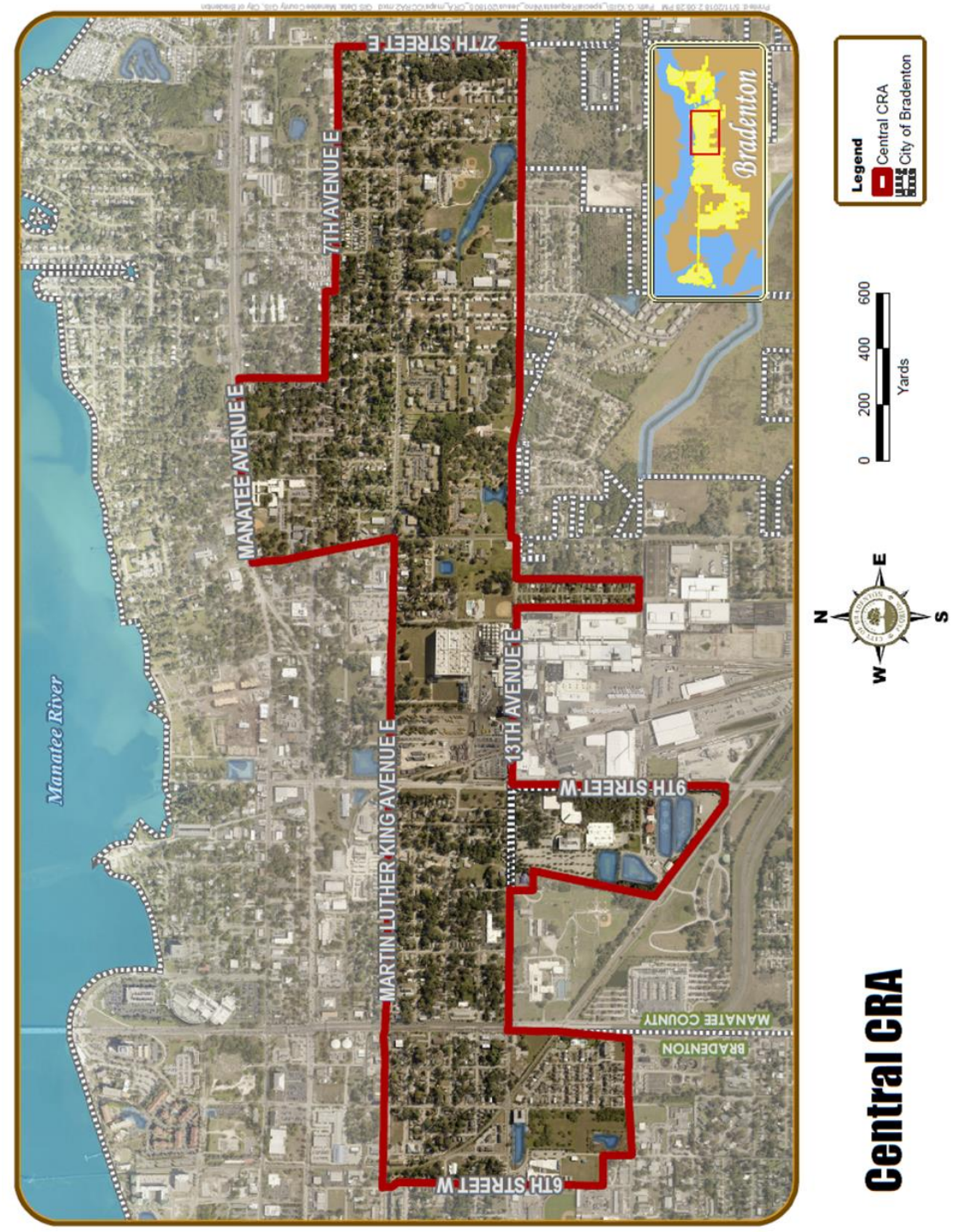
5.1.1.13. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Redevelopment* activities financed by *increment revenues* shall be completed no later than September 30th, 2040 following the adoption of this *Plan*.

6. APPENDIX A

BEGIN AT THE INTERSECTION OF 7TH AVENUE EAST AND 27TH STREET EAST, THEN GO SOUTH ALONG 27TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST, THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LIMIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE EAST, THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO SOUTH ALONG 9TH STREET EAST FOLLOWING THE CITY LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10"W A DISTANCE OF 142.73', THENCE W N53D11'51"W A DISTANCE OF 1259.78', THENCE N N11D42'27" E A DISTANCE OF 1343.98', THENCE W A DISTANCE OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET, THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A DISTANCE OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST TO 8TH STREET WEST, THEN GO NORTH ALONG 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, THEN GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE INTERSECTION OF 15TH STREET EAST, THEN GO NORTH ALONG 15TH STREET EAST TO THE INTERSECTION OF MANATEE AVENUE EAST, THEN GO EAST ALONG MANATEE AVENUE EAST TO THE INTERSECTION OF 19TH STREET EAST, THEN GO SOUTH ALONG 19TH STREET EAST TO THE INTERSECTION OF 7TH AVENUE EAST, THEN GO EAST ALONG 7TH

7. APPENDIX B


Central CRA
Legend
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City of Bradenton
0
200
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Bradenton
Manatee River
27TH STREET E
7TH AVENUE E
MANATEE AVENUE E
MARTIN LUTHER KING AVENUE E
13TH AVENUE E
9TH STREET W
6TH STREET W
MANATEE COUNTY
BRADENTON

8. APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2] [8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

* A five-unit density bonus is permitted with the provision of affordable housing

(1) An overhang of up to two feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement. A variance of up to 12 inches may be approved by the PCD director. Setbacks shall be measured from the right-of-way unless waived by the PCD director per subsection 4.1.1.

(2) Secondary front yard setback minimum is 15 feet.

(3) Additional height is permitted if one foot is added to the rear and side setbacks for each foot of additional height of the building.

(4) Exclusive of garages, carports or other enclosed areas.

(5) Including building footprint, paved drives, paved terraces, impervious decks, swimming pools, and other impervious surfaces.

(6) Required on only one frontage on a double frontage lot.

(7) With the exception of fences, accessory buildings or accessory structures shall not be placed on easements.

(8) Cul-de-sac lots may reduce lot width at building line by 25 feet

(9) See section 3.4.5.6 for Village of the Arts Overlay District.

DIMENSIONS AND AREA STANDARDS FOR MIXED USE AND NON-RESIDENTIAL DISTRICTS								
STANDARD	MIXED-USE				COMMERCIAL		PROFESSIONAL	INDUSTRIAL
	UV				UCC	SCC	P	I
NON-RESIDENTIAL BUILDINGS (Building Setbacks in Feet) (9)	Arterial (1)	Non-Arterial (2)	UC	UCBD				
Front	5 (3)	10	none	none	20	35	35	25
Side	0	5	none	none	10	10	10	20
Rear	0	15	none	none	15	25	25	25
Side or rear adjacent to residential district (10)	n/a	n/a	35	35	35	35	35	35
Accessory building/structure setback in feet, side or rear (11)	none	none	none	none	10	10	10	10
Maximum floor area ratio (12)	0.7	0.7	5	5	0.5	0.5	0.35	1
Maximum building height (in feet) (13)	60 (4)	35 (5)	95	95	35	35	45	45
Maximum building height (in stories)	5	3	8	8	2	2	3	4
MAXIMUM RESIDENTIAL DENSITY IN DWELLINGS UNITS PER ACRE (where permitted)	25 (6)(7)		60 (6)(8)	40 (6)(8)	10 (6)(8)			

(1) Standards apply to buildings fronting arterial roadways listed in Section 4.1.3.
(2) Standards apply to buildings fronting local or collector streets listed in section 4.1.3.
(3) Maximum building setback of 15 feet.
(4) Within 125 feet of parcel boundary fronting arterial roadway. Within 125 feet of parcel boundary fronting arterial roadway and local or minor collector street (corner parcel), height may be increased to 85 feet.
(5) Within 85 feet of parcel boundary fronting local street or minor collector.
(6) A density bonus of up to ten dwelling units per acre may be granted for planned development project applications subject to architectural review board (ARB) design and compatibility review if such unit(s) meet the following conditions: (1) remains owner occupied with homestead tax exemption status; (2) the initial sales price does not exceed the purchase price limit set forth in the adopted City of Bradenton Local Housing Agency Plan, as may be amended from time to time; and (3) said unit does not exceed said purchase price limit for a time period of not less than five years from date of first occupancy.
(7) See schedule 3.2.2.1 for urban village residential standards.
(8) Areas inside the coastal high hazard area being the category 1 storm surge line as established by a sea, lake, and overland surges from hurricanes (SLOSH) computerized storm model are limited to dimensional and area standards and density limitations set forth in the R-3C district.
(9) An overhang of up to three feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement or right-of-way. No footings or structural supports shall be located in a public facilities easement, drainage easement or right-of-way.
(10) A five-foot separation strip shall be provided along all property lines abutting a residential zone. Within the strip, a permanent buffer, such as a wall or evergreen hedge, with a minimum height of six feet shall be provided.
(11) Pervious wood decks for outdoor seating may extend to side and rear property lines at the discretion of the PCD director. No deck or structure pursuant to this allowance may extend over any water body or wetland. Additional standards may apply for such approval.
(12) Floor area ratio is defined as the total building area divided by the total land area of the site and is limited to non-residential uses not including parking, public atriums, and/or indoor plazas and courtyards.
(13) The maximum building height permitted, except in the UV, UC or UCBD zone, may be increased provided one additional foot is added to each required setback for each additional foot to building height. In UV, UC or UCBD districts, increased height may be permitted with the approval of the city council upon the recommendation of the ARB, provided adjoining properties would not be adversely affected based on visual impact and design and compatibility analysis and consistency with the Tamiami Trail Revitalization Strategy.
(14) Gasoline pumps and propane tanks shall meet a 25-foot front setback and shall be landscaped.

9. APPENDIX D

CENTRAL							
DESCRIPTION	2023	2024	2025	2026	2027	2028	2029	ACCOUNT
REVENUES								
Increment Revenue	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Annual Revenue	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
Total Revenue + Fund Balance	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
EXPENSES								
OPERATIONS & MANAGEMENT								
Executive Director	$ 39,599	$ 41,367	$ 43,245	$ 45,241	$ 47,362	$ 49,618	$ 52,019	512000
Assistant Director	$ 31,348	$ 32,748	$ 34,234	$ 35,814	$ 37,493	$ 39,280	$ 41,180	512000
Program Adminstrator	$ 25,043	$ 26,161	$ 27,349	$ 28,611	$ 29,952	$ 31,379	$ 32,897	512000
Public Art Coordinator	$ 5,831	$ 6,091	$ 6,368	$ 6,662	$ 6,974	$ 7,306	$ 7,660	512000
CRA Manager	$ 27,719	$ 28,957	$ 30,271	$ 31,668	$ 33,153	$ 34,732	$ 36,413	512000
Service Incentive	$ 754	$ 788	$ 823	$ 861	$ 902	$ 945	$ 990	512900
FICA Executive Director	$ 2,394	$ 2,501	$ 2,614	$ 2,735	$ 2,863	$ 3,000	$ 3,145	521000
FICA Assistant Director	$ 1,943	$ 2,030	$ 2,122	$ 2,220	$ 2,324	$ 2,435	$ 2,552	521000
FICA Program Adminstrator	$ 1,557	$ 1,627	$ 1,700	$ 1,779	$ 1,862	$ 1,951	$ 2,045	521000
FICA Public Art Coordinator	$ 329	$ 344	$ 359	$ 376	$ 393	$ 412	$ 432	521000
FICA CRA Manager	$ 1,628	$ 1,701	$ 1,778	$ 1,860	$ 1,947	$ 2,040	$ 2,139	521000
MC Executive Director	$ 560	$ 585	$ 612	$ 640	$ 670	$ 702	$ 736	512000
MC Assistant Director	$ 454	$ 474	$ 496	$ 519	$ 543	$ 569	$ 596	512000
MC Program Adminstrator	$ 364	$ 380	$ 398	$ 416	$ 435	$ 456	$ 478	512000
MC Public Art Coordinator	$ 77	$ 80	$ 84	$ 88	$ 92	$ 96	$ 101	512000
MC CRA Manager	$ 381	$ 398	$ 416	$ 435	$ 456	$ 477	$ 500	512000
FRS Executive Director	$ 5,373	$ 5,613	$ 5,868	$ 6,138	$ 6,426	$ 6,732	$ 7,058	522000
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	522000
FRS Program Adminstrator	$ 5,449	$ 5,692	$ 5,951	$ 6,225	$ 6,517	$ 6,828	$ 7,158	522000
FRS Public Art Coordinator	$ 790	$ 825	$ 863	$ 903	$ 945	$ 990	$ 1,038	522000
FRS CRA Manager	$ 3,761	$ 3,929	$ 4,107	$ 4,297	$ 4,498	$ 4,713	$ 4,941	522000
HC Executive Director	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523000
HC Program Adminstrator	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
HC Public Art Coordinator	$ 1,788	$ 1,346	$ 1,407	$ 1,472	$ 1,540	$ 1,614	$ 1,692	523000
HC CRA Manager	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
LI Executive Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Program Adminstrator	$ 62	$ 65	$ 68	$ 71	$ 74	$ 78	$ 81	523100
LI Public Art Coordinator	$ 15	$ 16	$ 16	$ 17	$ 18	$ 19	$ 20	523100
LI CRA Manager	$ 69	$ 72	$ 75	$ 79	$ 83	$ 86	$ 91	523100
WC Executive Director	$ 98	$ 102	$ 107	$ 112	$ 117	$ 123	$ 129	524000
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	524000
WC Program Adminstrator	$ 64	$ 67	$ 70	$ 73	$ 77	$ 80	$ 84	524000
WC Public Art Coordinator	$ 14	$ 15	$ 15	$ 16	$ 17	$ 18	$ 18	524000
WC CRA Manager	$ 69	$ 72	$ 75	$ 79	$ 83	$ 86	$ 91	524000
CONTRACTUAL & PROFESSIONAL SERVICES								
Legal	$ 20,000	$ 20,893	$ 21,842	$ 22,849	$ 23,921	$ 25,060	$ 26,273	531000
Recording	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	531200
Community Visioning	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Public Art Master Plan	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Business Flare	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Audit Software	$ 333	$ -	$ -	$ -	$ -		$ -	
Audit	$ 3,332	$ 3,481	$ 3,639	$ 3,807	$ 3,985	$ 4,175	$ 4,377	
Rental Property	$ 2,000	$ -	$ -	$ -	$ -	$ -		534000
Demolition	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	534000
MFTV	$ 9,350	$ -	$ -	$ -	$ -	$ -		534000
Security Service	$ 36,667	$ 36,667	$ 36,667	$ 38,000	$ 38,000	$ 40,000	$ 40,000	534000
Soofa Maintenance	$ 6,200	$ -	$ -	$ -	$ -	$ -	$ -	534000
Freebee	$ 58,240	$ 58,240	$ 60,884	$ 63,693	$ 66,680	$ 69,856	$ 73,236	534000
Bank Fees	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	534100
Appraisal, Survey, Title, Environmental	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	534300
Travel and Per Diem	$ 3,550	$ 3,709	$ 3,877	$ 4,056	$ 4,246	$ 4,448	$ 4,663	
Communication Services	$ 2,084	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	541000
Freight and Postage	$ 665	$ 700	$ 700	$ 700	$ 700	$ 700	$ 700	542000
Zeno Large Copier	$ 400	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Zeno Large Copier Usage	$ 665	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Rental Property Insurance	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	
General Liability Insurance	$ 2,300	$ 2,300	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	
Rental Property Maintenance	$ 4,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	546100
CRA Owned Property Maintenance	$ 10,000	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	546100
Equipment Repair and Maintenance	$ 150	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	546100
Business Cards, Annual Report, Other	$ 1,333	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	547100
Maintanence Printing and Binding	$ 120	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	547100
Promotional Activities	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	458000
Legal Advertisment	$ 350	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	459100
Property Tax	$ 2,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	
Office Supplies	$ 2,500	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	551000
Equipment Under 5000	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551100
Computer Equipment under 5000	$ 500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551200
Gear/Uniforms	$ 300	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	552300
FRA Annual Dues	$ 831	$ 850	$ 850	$ 850	$ 850	$ 850	$ 850	554000
Bradenton Herald	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
IEDC	$ 152	$ 160	$ 160	$ 160	$ 160	$ 160	$ 160	554000
FEDC	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Americans for the Arts	$ 35	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	554000
FL Association of Public Art Professionals	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
Other Public Art Publications	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
CRM Software	$ 700	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	554000
CAFÉ	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Education and Training	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	555000
CAPITAL IMPROVEMENT PROJECTS								
Land	$ 500,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 500,000	$ 1,000,000	$ 500,000	561000
Park Improvements and Construction	$ 250,000			$ -	$ 440,000	$ 250,000	$ 500,000	563000
Infrastructure		$ -	$ -	$ 239,000	$ 750,000	$ 750,000	$ 500,000	563000
Lighting	$ 275,000	$ 50,000	$ 338,000	$ 400,000	$ 400,000	$ 388,000	$ 350,000	
Public Art Outlay	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	563300
REDEVELOPMENT INVESTMENT								
City of Bradenton	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	571000
Bank of America	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	571000
ASSISTANCE TO BUSINESS								
Redevelopment Grant Program	$ 212,335	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	582500
Community Events	$ 40,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	
9th Ave W Commercial Coordor	$ 150,000	$ 150,000	$ 150,000	$ 150,000				
Implemetation of new Master Plan	$ 350,000	$ -						
Affordable Housing Projects	$ 250,000	$ 350,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 1,000,000	
HOPE VI -A	$ 75,000	$ 75,000						
HOPE VI-B	$ 60,000	$ 60,000						
Annual Expenses	$ 2,827,651	$ 2,462,930	$ 2,778,101	$ 3,093,154	$ 3,407,676	$ 3,722,058	$ 3,699,361	
Profit/Loss	$ 634	$ 1,114	$ 563	$ 130	$ 227	$ 465	$ 337,783	

CRA

CITY OF Bradenton

Sustainable Redevelopment Plan

Downtown Redevelopment Area



BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman

Lisa Gonzalez Moore

Jayne Kocher

LEGAL
Scott Rudacille

Marisa Powers

STAFF
Jeff Burton

Christopher Munyon

Karen Kyser

Jean Farmer











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1. DEFINITIONS

1.1. Act

The *Community Redevelopment* Act of 1969.[1]

1.2. Affordable Housing

Defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of area median income.
1.2.2 Very low income describes a family at or below 50% of area median income.
1.2.3 Low income describes a family at or below 80% of area median income.
1.2.4 Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs). The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.[2]

1.3. Area

Florida Statute designated *redevelopment area*. For this document, the Downtown Community Redevelopment *Area* described in APPENDIX A.[3]

1.4. Blighted Area or Blight

An *Area* in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic* distress; and in which two or more of the following factors are present:

1.4.1 Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the *Area* for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
1.4.3 Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 *Deterioration* of site or other improvements.
1.4.6 Inadequate and outdated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.
1.4.10 Incidence of crime in the *Area* higher than in the remainder of the county or municipality.
1.4.11 Fire and emergency medical service calls to the *Area* proportionately higher than in the remainder of the county or municipality.
1.4.12 A greater number of violations of the Florida Building Code in the *Area* than the number of violations recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[4]
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term "*Blighted Area*" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *Area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted.* For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.[5]

1.5. Board of Commissioners (Board)

Provides oversite to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.[6]

1.6. Brownfield site

Means real property, the expansion, *redevelopment*, or reuse of which may be complicated by actual or perceived *environmenta*l contamination.[7]

1.7. Brownfield area

means a contiguous area of one or more *brownfield* sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of *redevelopment areas*, enterprise zones, empowerment zones, other such designated *economically* deprived communities and areas, and Environmental Protection Agency-designated *brownfield* pilot projects.[8]

1.8. Conservation

Means the following:

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4 FLORIDA STATUTE 163.340 (8)(N)
5 FLORIDA STATUTE 163.340 (8)
6 CITY OF BRADENTON ORDINANCE 2967
7 FLORIDA STATUTE 376.79 (4)
8 FLORIDA STATUTE 376.79 (5)

1.8.1. A careful preservation and protection of something.
1.8.2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
1.8.3. The preservation of a physical quantity during transformations or reactions.[9]

1.9. Community Advisory Committee (CAC)

An *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol. [10]

1.11. Community redevelopment (redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *Area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and *economically* distressed, or *rehabilitation* or *conservation* in an *Area*, or any combination or part thereof, in accordance with a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.8.4. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
1.8.5. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *Area* or *Areas*, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[11]

9 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION
10 FLORIDA STATUTE 163.340 (23)
11 FLORIDA STATUTE 163.355 (2)

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute. For this document, The Bradenton *Community Redevelopment Agency*.[12]

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure that makes it possible for *owners* of commercial, industrial, multifamily, and nonprofit properties to obtain low-cost, long-term financing for energy efficiency, renewable energy and wind hardening projects.[13]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[14]

1.15. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.[15]

1.16. Disseminate

To spread abroad as though sowing seed. To disperse throughout.[16]

1.17 Economic

Relating to, or based on the production, distribution, and consumption of goods and services.[17]

1.17. Elderly

Persons 62 years of age or older.[18]

1.18. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[19]

1.19. Governing Body

The council, commission, or other legislative body charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[20]

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12 Florida Statute 163.340 (1)
13 https://www.fdfcbonds.com/cpace
14 https://www.cpted.net/
15 2018 International Code Council, International Property Maintenance Code. (202)
16 https://www.merriam-webster.com/dictionary/disseminate
17 https://www.merriam-webster.com/dictionary/economic
18 Florida Statute 420.503 (16)
19 https://www.merriam-webster.com/dictionary/Environment
20 Florida Statute 163.340 (3)

1.20. Increment Revenue

The non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *Area*.

1.21. Intensify

To grow stronger or more acute.[21]

1.22. Non-conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not conform to the [current] regulations.[22]

1.23. Occupant

See tenant.

1.24. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, *tenant* in common, *tenant* in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of such building or land.[23]

1.25. Property Accessed Clean Energy (PACE)

A Florida public entity that provides *homeowners* with financing options for energy-efficient and hurricane-resistant home improvements.

1.26. Redevelopment Plan (Plan)

The approved *redevelopment* directions as exists from time to time, for an *Area*.[24]

1.27. Rehabilitate

Means the following:

1.8.6. To restore to a former capacity.
1.8.7. To restore to good repute.
1.8.8. Reestablish the good name of.
1.8.9. Restore to a former state.
1.8.10. Restore or bring to a condition of health or useful and constructive activity. [25]

1.28. Remediate

To make (something) the target of remedial action: to provide a remedy for. [26]

1.29. Revitalize

To give new life or vigor to.[27]

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21 https://www.merriam-webster.com/dictionary/intensify
22 2021 International Zoning Code
23 Bradenton Code of Ordinances Sec 1.2
24 Florida Statute 163.340 (11)
25 https://www.merriam-webster.com/dictionary/rehabilitate
26 https://www.merriam-webster.com/dictionary/Remeidate
27 https://www.merriam-webster.com/dictionary/revitalize

1.30. Slum area or Slums

An *Area* having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1.8.11. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
1.8.12. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
1.8.13. The existence of conditions endangering life or property by fire or other causes.[28]

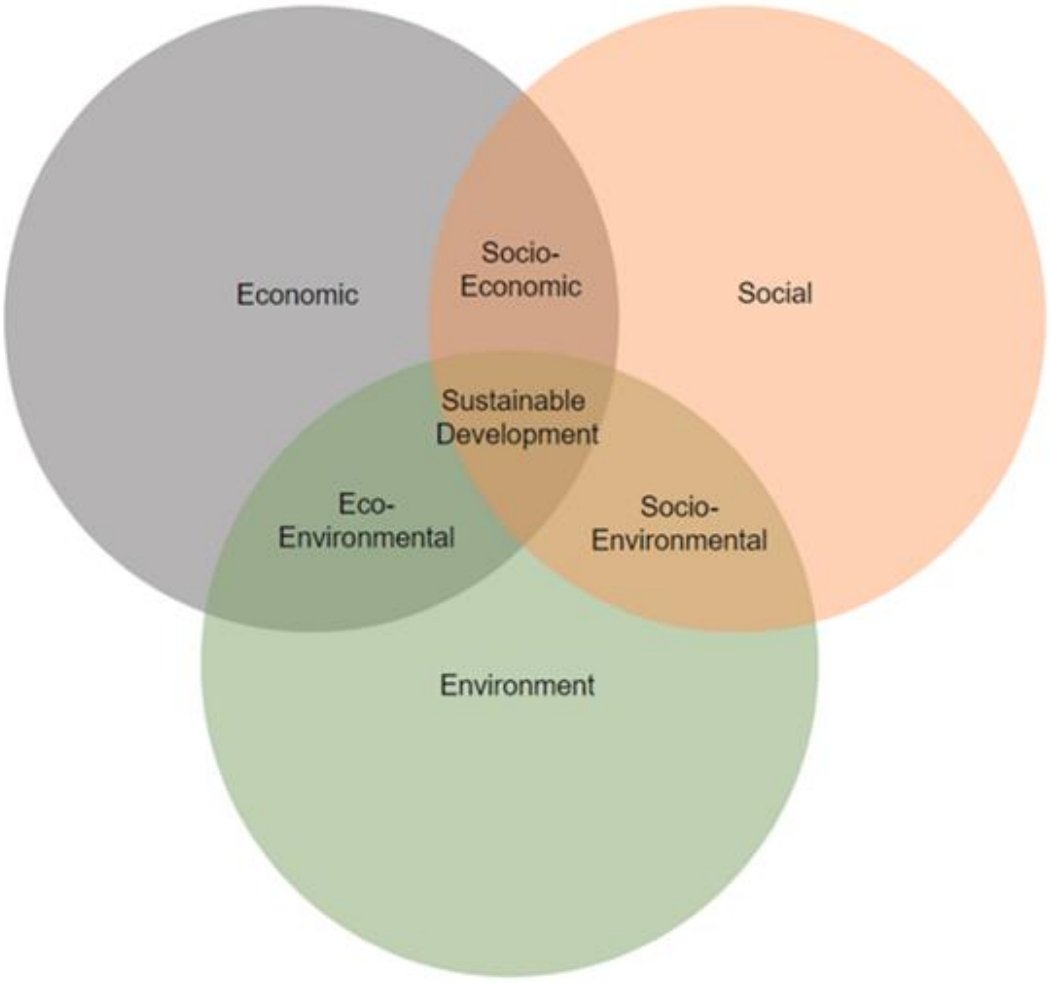
1.31. Social

Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[29]

1.32. Sustainable Redevelopment

A theoretical framework based on the synergy of *economic*, *social*, and *environmental* elements visualized as the Venn diagram below.[30]

28 FLORIDA STATUTE 163.340 (7)
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
30 DR. EDWARD B. BARBIER (1987)


Economic
Socio-
Economic
Social
Sustainable
Development
Eco-
Environmental
Socio-
Environmental
Environment

2. ECONOMIC

1.33. GOAL

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit *economies*, *disseminate* through by means of *redevelopment*, safety and a vibrant, diverse, developing, and redeveloping community. The *Agency* may also engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

1.34. REDEVELOPMENT

1.34.1. Intent

1.34.1.1. The *Agency* may encourage commerce according to the following activities:

1.34.1.1.1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[31]

1.34.1.1.2. Removal of *blighted* conditions that include areas that lead to *economic* distress [32] and *economic* and *social* liabilities that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.[33]

1.34.1.1.3. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[34]

1.34.1.1.4. *Revitalize*, *rehabilitate*, and redevelop the *Governing Body* designated *deteriorating* and *economically* distressed coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[35 and 36]

1.34.1.1.5. Tax base preservation and enhancement. [37 and 38]

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31 FLORIDA STATUTE 163.345 (1)
32 FLORIDA STATUTE 163.340 (8)
33 FLORIDA STATUTE 163.340 (1)
34 FLORIDA STATUTE 163.340 (6)
35 FLORIDA STATUTE 163.340 (7)
36 FLORIDA STATUTE 163.340 (9)
37 FLORIDA STATUTE 163.335 (5)
38 FLORIDA STATUTE 163.353

1.34.2. Policies

1.34.2.1. *Increment revenue* incentives, grants and other funding may be used for the following:

1.34.2.1.1. *Revitalize* of the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.
1.34.2.1.2. Reduction or maintenance of natural disaster evacuation times.
1.34.2.1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.

1.34.2.2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:

1.34.2.2.1. CAC.
1.34.2.2.2. Architectural Review Board.
1.34.2.2.3. Tree & Land Preservation Board.
1.34.2.2.4. Planning Commission.
1.34.2.2.5. Code Enforcement Special Magistrate.
1.34.2.2.6. Nuisance Abatement Board.
1.34.2.2.7. Bradenton Housing Authority.
1.34.2.2.8. Affordable Housing Advisory Committee.
1.34.2.2.9. Public Art Advisory Board.

1.34.2.3. Encourage new public and private employment and housing opportunities in the Area.
1.34.2.4. Encourage the growth of the Area's taxable real property.
1.34.2.5. Support the development of a maker space or business incubator.

1.35. IMAGE

1.35.1. INTENT

1.35.1.1. The *Agency* may *disseminate slum* clearance and *blighted area redevelopment* information as following:
1.35.1.2. File an annual report. [39]
1.35.1.3. Sponsor and finance *dissemination* of *redevelopment* in the *Area* for the following:
1.35.1.3.1. Commerce.
1.35.1.3.2. Image.
1.35.1.3.3. Culture.
1.35.1.3.4. Emergency Management and Resiliency.
1.35.1.3.5. Housing.
1.35.1.3.6. Infrastructure.

39 FLORIDA STATUTE 163.371 (2)

1.35.1.3.7. Property Maintenance.
1.35.1.3.8. Public Safety.
1.35.1.4. File an annual audit.[40]
1.35.1.5. Fila an annual report.
1.35.1.6. Apply for third-party *redevelopment* awards from a related associations and conferences.
1.35.1.7. Use Teachable *redevelopment* opportunities not limited to the following:
1.35.1.7.1. Relative state and national conventions.
1.35.1.7.2. Training courses and sessions.
1.35.1.7.3. University and college courses and certifications.
1.35.1.8. Earn certifications related to *redevelopment*, project management, finance and other related activities.

1.35.2. POLICIES

1.35.2.1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
1.35.2.2. Develop the *Agency* brand.
1.35.2.3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
1.35.2.3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
1.35.2.3.2. finance events that visibly increases the presence of *community policing innovation* as an element of a *community policing innovation* plan.
1.35.2.4. Establish at least one (1) *Area* merchants' association Main Street Program.

1.36. PROPERTY MAINTENANCE

1.36.1. INTENT

1.36.1.1. The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:
1.36.1.2. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements. [41]
1.36.1.3. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements. [42]
1.36.1.4. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise… including… the enforcement of other laws, codes,

40 FLORIDA STATUTE 163.387 (8)
41 FLORIDA STATUTE 163.370 (2) (H) 1
42 FLORIDA STATUTE 163.370 (2) (H) 2

and regulations relating to the use of land and the use and occupancy of buildings and improvements.[43]

1.36.2. POLICIES

1.36.2.1. Support *Governing Body* compliance by *intensify* compliance efforts in the *Area*.

1.36.2.2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

1.36.2.3. Use incentives to aid code compliance.

1.36.2.4. The *Agency* may assist in the correction of *non*-conformities and inconsistent future land use issues.

43 FLORIDA STATUTE 163.345 (1)

2. ENVIRONMENT

2.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery.[44] The *Agency* may also focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards. The *Agency* my take advantage of the special *redevelopment* relationship accorded to the through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

2.2. EMERGENCY MANAGEMENT AND RESILIENCY

2.2.1. INTENT

2.2.1.1. The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an *Area* needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that *Area* may be certified as a *blighted area*. [45]

3.2.1.1.2 Elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*,[46 and 47] especially by private enterprise.[48]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to disease…[49, 50 and 51]

3.2.1.1.4 *Blight* leads to *economic* distress and includes falling lease rates[52] per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[53]

3.2.1.1.5 The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and *economically* distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters. [54]

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44 FLORIDA STATUTE 163.360 (7) (E)
45 FLORIDA STATUTE 163.360 (10)
46 FLORIDA STATUTE 163.335 (2)
47 FLORIDA STATUTE 163.350
48 FLORIDA STATUTE 163.345 (1)
49 FLORIDA STATUTE 163.335 (1)
50 FLORIDA STATUTE 163.340 (7)
51 FLORIDA STATUTE 163.360 (8) (A) 3.
52 FLORIDA STATUTE 163.340 (8) (G)
53 FLORIDA STATUTE 163.340 (8) (I)
54 FLORIDA STATUTE 163.360 (7) (E)

2.2.2. POLICIES

2.2.2.1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.

2.2.2.2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.

2.2.2.3. Emergency *remediation* activities may include any activities agreed upon by the *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.

2.2.2.4. *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant *remediation*.

2.3. INFRASTRUCTURE

2.3.1. INTENT

2.3.1.1. The *Agency* may *intensify* the *Governing Body's* infrastructure projects by undertaking programs, and projects for the elimination of *blight* that includes the following:

2.3.1.1.1. Inadequacies such as transportation facilities,[55] including transit services, parking resources, street layouts, lot layouts, roadways, and bridges.[56] and [57]

2.3.1.1.2. Traffic congestion.[58]

2.3.1.1.3. Construct parks, playgrounds, other public improvements, and structures. [59] and [60]

2.3.1.1.4. *Intensify* the *Governing Body's* maintenance programs.

2.3.2. POLICIES

2.3.2.1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years. [61]

2.3.2.2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs. [62]

2.3.2.3. Improve access to public parks and open spaces. [63]

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55 FLORIDA STATUTE 163.335 (4)
56 FLORIDA STATUTE 163.340 (8) (A)
57 FLORIDA STATUTE 163.370 (2) (C) 8.
58 FLORIDA STATUTE 163.350
59 FLORIDA STATUTE 163.335 (4)
60 FLORIDA STATUTE 163.350
61 FLORIDA STATUTE 163.370 (3) (B)
62 FLORIDA STATUTE 163.335 (4)
63 FLORIDA STATUTE 163.340 (7) (A)

2.3.2.4. Support *Governing Body* and trust fund investing taxing authority, leased placemaking destinations, especially in a coastal tourism area, that encourage *economic*, *environmental*, and *social* well-being.[64, 65, and 66]
2.3.2.5. Plan and implement large (greater than 2 acres) parks and public access to the water. [67]
2.3.2.6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
2.3.2.7. Install Low Impact Development (LID) including permeable pavers and bioswales.
2.3.2.8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
2.3.2.9. Support *PACE* and *C-PACE* projects.
2.3.2.10. Prioritize improvements at intersections with unusually high accident rates.
2.3.2.11. Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
2.3.2.12. Maintain existing access and seek opportunities to increase public access to the waterfront.
2.3.2.13. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
2.3.2.14. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
2.3.2.15. Address *environmental* concerns and *redevelopment* related to *brownfield sites* and *areas*.

2.4. REMEDIATION

2.4.1. INTENT

2.4.1.1. *Environmentally rehabilitate* or *conserve* or a combination of both to *redevelop* properties in the *Area*.[68]
2.4.1.2. Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the *redevelopment* or ruse of *brownfield* sites.[69]
2.4.1.3. Encourage the designation of the *Area* as a *brownfield* area.[70 and 71]
2.4.1.4. Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield* site or area. The *Agency* may be used to the fullest extent of the law to encourage the *redevelopment* of *brownfield* sites and areas.[72] These incentives may assist as follows:

64 FLORIDA STATUTE 163.335 (1)
65 FLORIDA STATUTE 163.335 (2)
66 FLORIDA STATUTE 163.335 (4)
67 FLORIDA STATUTE 163.365
68 FLORIDA STATUTE 376.78 (8)
69 FLORIDA STATUTE 376.78 (9)
70 FLORIDA STATUTE 376.79 (5)
71 FLORIDA STATUTE 376.80 (2) (B)
72 FLORIDA STATUTE 376.84

2.4.1.4.1. Financial.
2.4.1.4.2. Regulatory.
2.4.1.4.3. Technical. [73]

2.4.1.5. *Remediation* and *redevelopment* are a public investment promoting job creation and the elimination of public health and *environmental* hazards.[74]

2.4.1.6. Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[75]

2.4.2. POLICIES

2.4.2.1. *Increment revenue* grants may be used to support State of Florida *Brownfield Redevelopment* Program tax credits.

2.4.2.2. When an incentive is applied for, The *Agency* may loan property *owners remediation* funds as part of a Florida *Brownfield Redevelopment* Program *Brownfield* Site *Rehabilitation* Agreement (BSRA) where program tax credits are monetized.

2.4.2.3. A *redevelopment* grant may be applied for, after a *remediation* loan, once the state tax credits have been awarded to the *Agency*.

2.4.2.4. The *Agency* may acquire perceived *brownfield* sites and areas for *remediation* and *redevelopment* by the private sector.

73 FLORIDA STATUTE 376.84
74 FLORIDA STATUTE 376.84
75 FLORIDA STATUTE 163.340 (8) (N)

3. SOCIAL

3.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*. The *Agency* may focus resources redeveloping residential and mixed-use structures and reducing or eliminating crime and increasing public safety through *community* policing innovations. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

3.2. CULTURE

3.2.1. INTENT

3.2.1.1. The *Agency* may *intensify* the *Governing Body's* cultural activities as following:

3.2.1.1.1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[76]

3.2.1.1.2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[77]

3.2.1.1.3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.[78]

3.2.1.1.4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[79]

3.2.2. POLICIES

3.2.2.1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

3.2.2.1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.

3.2.2.1.2. Historical State and Federal certified sites.

3.2.2.1.3. Artistic sites certified by the Public Art Advisory Board.

3.2.2.2. The financial support of public and private art may be considered as an *increment revenue* expenditure.

3.2.2.3. Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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76 FLORIDA STATUTE 163.340 (9)
77 FLORIDA STATUTE 163.355 (2)
78 FLORIDA STATUTE 163.335 (2)
79 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

3.3. HOUSING

3.3.1. INTENT

3.3.1.1. The *Agency* may *intensify* the *Governing Body's* housing stock by:

3.3.1.1.1. Providing for the Area's low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[80]

3.3.1.1.2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[81]

3.3.1.1.3. Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[82]

3.3.1.1.4. Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[83,84,85, and 86]

3.3.2. POLICIES

3.3.2.1. The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

3.3.2.1.1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.[87]

3.3.2.1.2. Support *rehabilitation* grants for *deteriorated* housing.

3.3.2.1.3. Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

3.3.2.1.4. Incentivize developers for providing housing sites.

3.3.2.1.5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

3.3.2.1.6. Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

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80 FLORIDA STATUTE 163.360 (2) (C)
81 FLORIDA STATUTE 163.340 (9)
82 FLORIDA STATUTE 163.370 (2) (J)
83 FLORIDA STATUTE 163.335 (6)
84 FLORIDA STATUTE 163.340 (9)
85 FLORIDA STATUTE 163.340 (10)
86 FLORIDA STATUTE 163.350
87 FLORIDA STATUTE 163.340 (9)

3.3.2.1.7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
3.3.2.1.8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:

3.3.2.1.8.1. Land trusts and land banks.
3.3.2.1.8.2. Rental or ownership markets.
3.3.2.1.8.3. Alternative energy point sourcing.
3.3.2.1.8.4. Pocket neighborhoods.
3.3.2.1.8.5. Sustainably affordable financial accommodations.
3.3.2.1.8.6. Natural disaster and energy resilient construction.

3.3.2.1.9. Support *PACE* and *C-PACE* and similar program projects.
3.3.2.1.10. The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.
3.3.2.1.11. Incentive all new housing units, regardless of income, that meet one of the following:

3.3.2.1.11.1. A positive cost/benefit analysis over the *Agency*'s life.
3.3.2.1.11.2. Redevelop a *Governing Body* designated *slum* or *blighted* structure.
3.3.2.1.11.3. *Remediate* and *redevelop* a designated *brownfield* site or area.

3.4. PUBLIC SAFETY

3.4.1. INTENT

3.4.1.1. The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

3.4.1.1.1. The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.
3.4.1.1.2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*.
3.4.1.1.3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovations*.
3.4.1.1.4. The … *Plan* may provide for developing and implementing *community policing innovations*.

3.4.2. POLICIES

3.4.2.1. The *Agency* shall not institute *community policing innovation* unless:

3.4.2.1.1. The *Governing Body* has approved its development.
3.4.2.1.2. It is noted in the *Plan*.

3.4.2.2. The *Agency* may assist the *Governing Body* with the following:

3.4.2.2.1. The *increment revenue* funding provides for a strengthening of existing policing resources.
3.4.2.2.2. Encourage *community policing innovation* though *CPTED* in buildings, streets, and other designs.
3.4.2.2.3. Make use of *community policing innovation* as defined by its *redevelopment* definition.
3.4.2.2.4. Make use of *CPTED*.
3.4.2.2.5. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.
3.4.2.2.6. Address homelessness and vagrancy issues.

4. STATUTORY POWERS

4.1. GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

4.1.1. INTENT

It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* in accordance with this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

4.1.2. POLICIES

4.1.2.1. Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

4.1.2.2. *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

4.1.2.3. If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

4.1.2.4. Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

4.1.2.5. Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

4.1.2.6. Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

4.1.2.7. Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

4.1.2.8. Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

4.1.2.9. Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

4.1.2.10. The *Agency* is not authorized with the following powers:

4.1.2.10.1. Eminent domain.[88]

4.1.2.10.2. Construct or expand administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a *community policing innovation*.

4.1.2.10.3. Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.

4.1.2.10.4. General government operating expenses unrelated to the planning and carrying out of a *Plan*.

4.1.2.10.5. Fund third party entity administrative, project, or program costs not association with this *Plan*.

88 FLORIDA STATUTE 163.335 (7)

5. STATUTORY REQUIRED ELEMENTS OF THE PLAN

5.1. GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

5.1.1. INTENT

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in italics, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

5.1.1.1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

5.1.1.2. Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

5.1.1.3. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

5.1.1.4. The approximate number of dwelling units.

2,000

5.1.1.5. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

5.1.1.6. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are design to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged though private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting school population.

5.1.1.7. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield* site and area *remediation*, parks, parking, parling garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan*.

5.1.1.8. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

5.1.1.9. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

5.1.1.10. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required.

5.1.1.11. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

5.1.1.12. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

5.1.1.13. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Redevelopment* activities financed by *increment revenues* shall be completed no later than September 30th, 2040 following the adoption of this *Plan*.

6. APPENDIX A

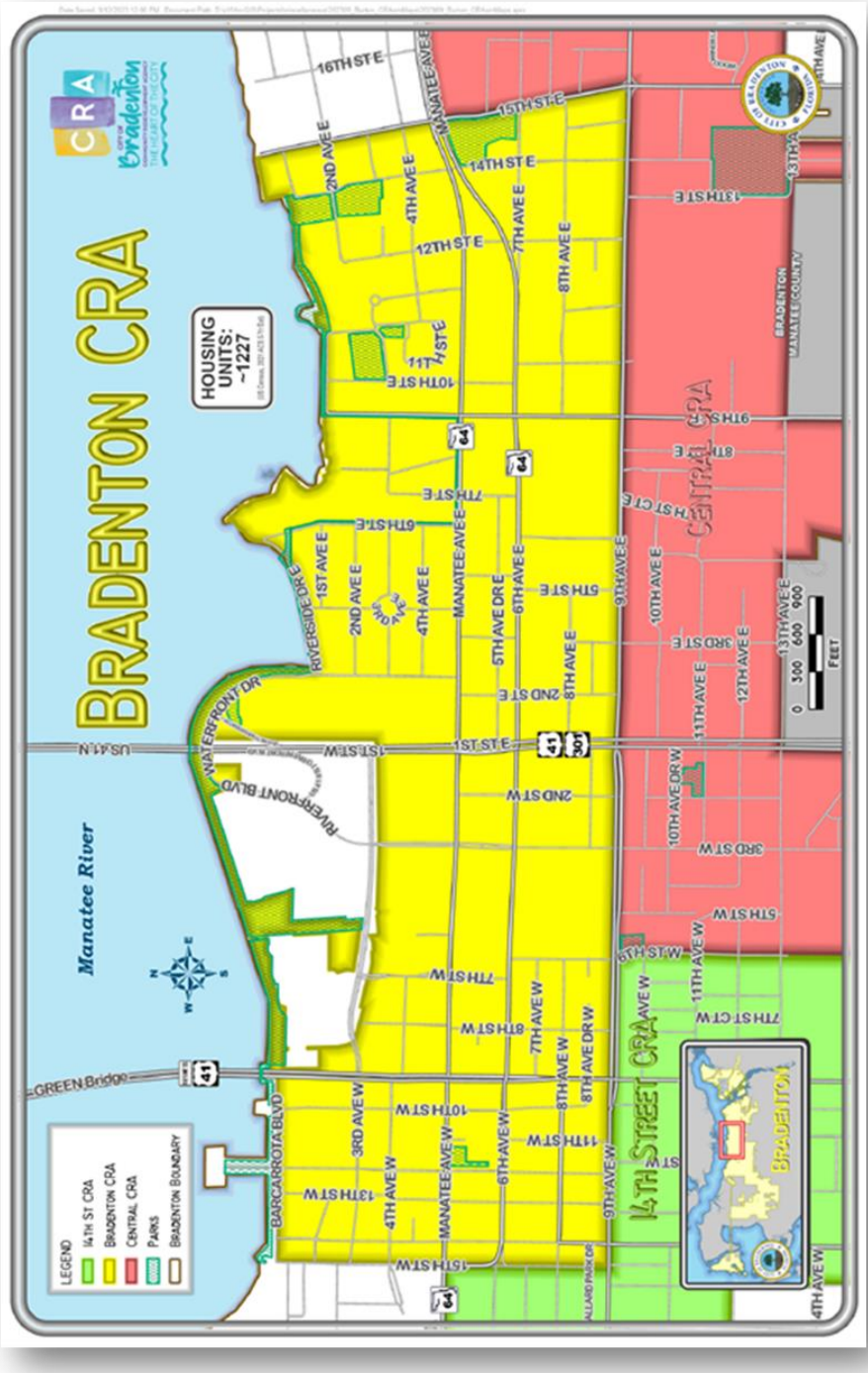
The Bradenton Community Redevelopment Area, being a portion of Sections 25 and 26, Township 34, Range 17, is generally shown on Appendix A hereto and consists of the following:

All of that land being East of the West right-of-way of 15th Street West, being North of the South right-of-way of 9th Avenue, and being West of the East right-of-way of 15th Street East, and South of the City limit line in the Manatee River,

Commence at a point 1269.65 feet Northerly and 14.91 feet Westerly of the Southeast corner of Section 26, Township 34 South, Range 17 East, said point being the intersection of the centerlines of Manatee Avenue West (State Road #64) and State Road #55 (Station 162+70.68, Section 1313-201); thence North 00°09'53" West, along the centerline of said State Road #55, 649.52 feet to the intersection with the Easterly extension of the North line of that certain parcel of land as described and recorded in O.R. Book 625, pages 169 and 170, Public Records of Manatee County, Florida; thence South 89°10'30" West, along the North line of said certain parcel, and Easterly extension thereof, 100.01 feet to the intersection with the West R/W of said State Road #55 per "Disclaimer" executed by the State of Florida Department of Transportation on June 23, 1976, for the Point of Beginning; thence continue South 89°10'30" West, along said North line, 662.95 feet to the intersection with that certain "Agreement Line" as described and recorded in Deed Book 366, pages 85 and 86, Public Records of Manatee County, Florida; thence South 00°12'00" East, along said certain "Agreement Line", 1.91 feet to the Northeast corner of that certain parcel of land as described and recorded in O.R. Book 613, page 299, Public Records of Manatee County, Florida; thence North 88°05'30" West, along the Northerly line of said certain parcel and the Northerly boundary of Florida Power and Light Company property (Bradenton Sub-Station), 501.06 feet; thence North 01°54'30" East along the Northerly boundary of said Florida Power and Light Company property, 5.40 feet; thence South 82°56'30" West, along said Northerly boundary, 22.21 feet; thence South 53°08'00" West, along said Northerly boundary, 25.00 feet; thence North 59°21'30" West, along said Northerly boundary, 20.50 feet to the Northwest corner of said Florida Power and Light Company; thence North 85°46'38" West, 18.33 feet to the intersection with the Easterly R/W of the Seaboard Coastline Railroad; thence South 85°30'42" West, perpendicular to said railroad R/W, 130.00 feet to the intersection with the Westerly R/W of said railroad; thence North 04°29'18" West, along said Westerly R/W, 64.62 feet; thence North 88°35'37" West, 16.11 feet to the intersection with the Northerly extension of the Easterly line of Block "C", M.F. Cherry's Subdivision, as recorded in Plat Book 1, page 279, Public Records of Manatee County, Florida, said point also being the Southeasterly corner of that certain parcel of land as described and recorded in O.R. Book 296, pages 736 and 737, Public Records of Manatee County, Florida; thence South 68°03'30" West, along the Southerly boundary of said certain parcel, in O.R. Book 296, pages 736 and 737, 61.13 feet; thence South 87°36'00" West, along said Southerly boundary, 58.90 feet; thence North 00°10'00" West, along said Southerly boundary, 9.72 feet; thence North 54°45'34" West, along said Southerly boundary, 3.67 feet; thence South 86°24'00" West, along said Southerly boundary, 67.09 feet; thence North 86°20'40" West, along said Southerly boundary, 32.38 feet; thence North 78°24'00" West, along said Southerly boundary, 83.93 feet to the intersection with the Northerly extension of the West line of said Block "C", also being the East R/W of 7th Street West; thence North 68°47'53" West, 21.26 feet to the Southeasterly corner of parcel two of that certain parcel of land, as described and recorded in O.R. Book 313, pages 24 through 27, Public Records of Manatee County, Florida, also being the intersection with the Northerly extension of the centerline of said 7th Street West; thence North 71°15'30" West, along the Southerly boundary of said parcel two, 21.27 feet; thence North 70°37'34" West, along the Southerly boundary of said parcel two, and the Southerly boundary of that certain parcel of land as described and recorded in O.R. Book 296, page 739, Public Records of Manatee County, Florida, 67.23 feet; thence North 77°10'31" West, along the Southerly boundary of parcel described in said O.R. Book 296, page 739, and the Northerly boundary of that certain parcel of land, as described and recorded in O.R. Book 338, page 430, Public Records of Manatee County, Florida, 91.77 feet; thence North 75°22'55" West, along the Northerly boundary of parcel described in said O.R. Book 338, page 430, 91.79 feet to the Northwesterly corner of said certain parcel; thence South 04°02'05" West, along the Westerly boundary of said certain parcel, 22.49 feet; thence North 75°02'38" West, along said Westerly boundary, 0.97 feet; thence South 01°19'42" West, along said Westerly boundary, 3.28 feet to the Southeasterly corner of that certain parcel of land, as described and recorded in O.R. Book 298, page 219, Public Records of Manatee County, Florida; thence North 75°02'38" West, along the Southerly line of said certain parcel in O.R. Book 298, page 219, 102.89 feet to the intersection with the East R/w of 8th Street West; thence North 73°23'46" West, 41.46 feet to the intersection with the West R/W of said 8th Street West, said point also being the Southeast corner of parcel one of that certain parcel of land, as described and recorded in O.R. Book 313, pages 24 through 27, Public Records of Manatee County, Florida; thence North 75°02'38" West, along the Southerly line of said parcel one, 127.85 feet; thence North 13°12'55" West, 118.74 feet; thence North 01°24'53" West, 256.19 feet; thence South 89°41'05" West, 42.95 feet; thence South 02°09'55" East, 91.19 feet; thence South 89°41'05" West, 130.69 feet; thence North 00°18'55" West, 287.16 feet, thence North 89°41'05" East, 121.12 feet; thence South 02°09'55" East, 66.58 feet;

thence North 89°41'05" East, 44.53 feet; thence North 01°24'53" West, 155.62 feet to the intersection with the outside-face of an existing concrete seawall; thence South 89°50'21" East, along the outside-face of said seawall, 347.28 feet; thence North 72°07'45" East, along the outside-face of said seawall, 514.63 feet; thence North 82°51'20" East, along the outside-face of said seawall, 23.10 feet; thence North 69°14'21" East, along the outside-face of said seawall, 100.01 feet; thence North 71°44'56" East, along the outside-face of said seawall, 1392.54 feet to the intersection with the West R/W of said State Road #55 per said "Disclaimer"; thence South 00°09'53" East along said R/W, parallel to the centerline of said State Road #55, and 100.0 feet Westerly therefrom, 1474.67 feet to the Point of Beginning; less and except prior easements heretofore granted by said Trustees for railroad and right-of-way purposes to Atlantic Coast Line Railroad (Seaboard Coastline Railroad), containing 3.05 acres, more or less; containing 53.78 net acres.

7. APPENDIX B


BRADENTON CRA
HOUSING UNITS: ~1227
Manatee River
14TH STREET CRA
CENTRAL CRA
LEGEND
14TH ST CRA
BRADENTON CRA
CENTRAL CRA
PARKS
BRADENTON BOUNDARY
GREEN Bridge
RIVERFRONT BLVD
RIVERSIDE DR E
WATERFRONT DR
MANATEE AVE E
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ALLARD PARK DR
BARCARROTA BLVD
BRADENTON MANATEE COUNTY
FEET
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8. APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2] [8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

* A five-unit density bonus is permitted with the provision of affordable housing

(1) An overhang of up to two feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement. A variance of up to 12 inches may be approved by the PCD director. Setbacks shall be measured from the right-of-way unless waived by the PCD director per subsection 4.1.1.

(2) Secondary front yard setback minimum is 15 feet.

(3) Additional height is permitted if one foot is added to the rear and side setbacks for each foot of additional height of the building.

(4) Exclusive of garages, carports or other enclosed areas.

(5) Including building footprint, paved drives, paved terraces, impervious decks, swimming pools, and other impervious surfaces.

(6) Required on only one frontage on a double frontage lot.

(7) With the exception of fences, accessory buildings or accessory structures shall not be placed on easements.

(8) Cul-de-sac lots may reduce lot width at building line by 25 feet

(9) See section 3.4.5.6 for Village of the Arts Overlay District.

DIMENSIONS AND AREA STANDARDS FOR MIXED USE AND NON-RESIDENTIAL DISTRICTS								
STANDARD	MIXED-USE				COMMERCIAL		PROFESSIONAL	INDUSTRIAL
	UV				UCC	SCC	P	I
NON-RESIDENTIAL BUILDINGS (Building Setbacks in Feet) (9)	Arterial (1)	Non-Arterial (2)	UC	UCBD				
Front	5 (3)	10	none	none	20	35	35	25
Side	0	5	none	none	10	10	10	20
Rear	0	15	none	none	15	25	25	25
Side or rear adjacent to residential district (10)	n/a	n/a	35	35	35	35	35	35
Accessory building/structure setback in feet, side or rear (11)	none	none	none	none	10	10	10	10
Maximum floor area ratio (12)	0.7	0.7	5	5	0.5	0.5	0.35	1
Maximum building height (in feet) (13)	60 (4)	35 (5)	95	95	35	35	45	45
Maximum building height (in stories)	5	3	8	8	2	2	3	4
MAXIMUM RESIDENTIAL DENSITY IN DWELLINGS UNITS PER ACRE (where permitted)	25 (6)(7)		60 (6)(8)	40 (6)(8)	10 (6)(8)			

(1) Standards apply to buildings fronting arterial roadways listed in Section 4.1.3.
(2) Standards apply to buildings fronting local or collector streets listed in section 4.1.3.
(3) Maximum building setback of 15 feet.
(4) Within 125 feet of parcel boundary fronting arterial roadway. Within 125 feet of parcel boundary fronting arterial roadway and local or minor collector street (corner parcel), height may be increased to 85 feet.
(5) Within 85 feet of parcel boundary fronting local street or minor collector.
(6) A density bonus of up to ten dwelling units per acre may be granted for planned development project applications subject to architectural review board (ARB) design and compatibility review if such unit(s) meet the following conditions: (1) remains owner occupied with homestead tax exemption status; (2) the initial sales price does not exceed the purchase price limit set forth in the adopted City of Bradenton Local Housing Agency Plan, as may be amended from time to time; and (3) said unit does not exceed said purchase price limit for a time period of not less than five years from date of first occupancy.
(7) See schedule 3.2.2.1 for urban village residential standards.
(8) Areas inside the coastal high hazard area being the category 1 storm surge line as established by a sea, lake, and overland surges from hurricanes (SLOSH) computerized storm model are limited to dimensional and area standards and density limitations set forth in the R-3C district.
(9) An overhang of up to three feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement or right-of-way. No footings or structural supports shall be located in a public facilities easement, drainage easement or right-of-way.
(10) A five-foot separation strip shall be provided along all property lines abutting a residential zone. Within the strip, a permanent buffer, such as a wall or evergreen hedge, with a minimum height of six feet shall be provided.
(11) Pervious wood decks for outdoor seating may extend to side and rear property lines at the discretion of the PCD director. No deck or structure pursuant to this allowance may extend over any water body or wetland. Additional standards may apply for such approval.
(12) Floor area ratio is defined as the total building area divided by the total land area of the site and is limited to non-residential uses not including parking, public atriums, and/or indoor plazas and courtyards.
(13) The maximum building height permitted, except in the UV, UC or UCBD zone, may be increased provided one additional foot is added to each required setback for each additional foot to building height. In UV, UC or UCBD districts, increased height may be permitted with the approval of the city council upon the recommendation of the ARB, provided adjoining properties would not be adversely affected based on visual impact and design and compatibility analysis and consistency with the Tamiami Trail Revitalization Strategy.
(14) Gasoline pumps and propane tanks shall meet a 25-foot front setback and shall be landscaped.

9. APPENDIX D

DOWNTOWN								
DESCRIPTION	2023	2024	2025	2026	2027	2028	2029	ACCOUNT
REVENUES								
Increment Revenue	$ 5,902,252	$ 6,487,643	$ 7,160,728	$ 7,833,812	$ 8,506,897	$ 9,179,982	$ 9,853,066	
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Annual Revenue	$ 5,902,252	$ 6,487,643	$ 7,160,728	$ 7,833,812	$ 8,506,897	$ 9,179,982	$ 9,853,066	
Total Revenue + Fund Balance	$ 5,902,252	$ 6,487,643	$ 7,160,728	$ 7,833,812	$ 8,506,897	$ 9,179,982	$ 9,853,066	
EXPENSES								
OPERATIONS & MANAGEMENT								
Executive Director	$ 40,799	$ 42,621	$ 44,556	$ 46,612	$ 48,797	$ 51,122	$ 53,595	512000
Assistant Director	$ 32,298	$ 33,740	$ 35,272	$ 36,899	$ 38,630	$ 40,470	$ 42,428	512000
Program Adminstrator	$ 25,802	$ 26,954	$ 28,178	$ 29,478	$ 30,860	$ 32,330	$ 33,895	512000
Public Art Coordinator	$ 46,641	$ 48,724	$ 50,936	$ 53,286	$ 55,784	$ 58,442	$ 61,269	512000
CRA Manager	$ 28,559	$ 29,834	$ 31,189	$ 32,628	$ 34,158	$ 35,785	$ 37,516	512000
Service Incentive	$ 777	$ 812	$ 849	$ 888	$ 929	$ 974	$ 1,021	512900
FICA Executive Director	$ 2,468	$ 2,578	$ 2,695	$ 2,820	$ 2,952	$ 3,092	$ 3,242	521000
FICA Assistant Director	$ 2,003	$ 2,092	$ 2,187	$ 2,288	$ 2,396	$ 2,510	$ 2,631	521000
FICA Program Adminstrator	$ 1,607	$ 1,679	$ 1,755	$ 1,836	$ 1,922	$ 2,014	$ 2,111	521000
FICA Public Art Coordinator	$ 2,631	$ 2,748	$ 2,873	$ 3,006	$ 3,147	$ 3,297	$ 3,456	521000
FICA CRA Manager	$ 1,679	$ 1,754	$ 1,834	$ 1,918	$ 2,008	$ 2,104	$ 2,206	521000
MC Executive Director	$ 577	$ 603	$ 630	$ 659	$ 690	$ 723	$ 758	512000
MC Assistant Director	$ 469	$ 490	$ 512	$ 536	$ 561	$ 588	$ 616	512000
MC Program Adminstrator	$ 376	$ 393	$ 411	$ 430	$ 450	$ 471	$ 494	512000
MC Public Art Coordinator	$ 616	$ 644	$ 673	$ 704	$ 737	$ 772	$ 809	512000
MC CRA Manager	$ 393	$ 411	$ 429	$ 449	$ 470	$ 492	$ 516	512000
FRS Executive Director	$ 5,537	$ 5,784	$ 6,047	$ 6,326	$ 6,622	$ 6,938	$ 7,274	522000
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	522000
FRS Program Adminstrator	$ 5,617	$ 5,868	$ 6,134	$ 6,417	$ 6,718	$ 7,038	$ 7,379	522000
FRS Public Art Coordinator	$ 6,330	$ 6,613	$ 6,913	$ 7,232	$ 7,571	$ 7,932	$ 8,315	522000
FRS CRA Manager	$ 3,876	$ 4,049	$ 4,233	$ 4,428	$ 4,636	$ 4,857	$ 5,092	522000
HC Executive Director	$ 4,381	$ 4,577	$ 4,784	$ 5,005	$ 5,240	$ 5,489	$ 5,755	523000
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523000
HC Program Adminstrator	$ 4,381	$ 4,577	$ 4,784	$ 5,005	$ 5,240	$ 5,489	$ 5,755	523000
HC Public Art Coordinator	$ 10,309	$ 10,769	$ 11,258	$ 11,778	$ 12,330	$ 12,917	$ 13,542	523000
HC CRA Manager	$ 4,381	$ 4,577	$ 4,784	$ 5,005	$ 5,240	$ 5,489	$ 5,755	523000
LI Executive Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Program Adminstrator	$ 66	$ 69	$ 72	$ 75	$ 79	$ 83	$ 87	523100
LI Public Art Coordinator	$ 119	$ 124	$ 130	$ 136	$ 142	$ 149	$ 156	523100
LI CRA Manager	$ 73	$ 76	$ 80	$ 83	$ 87	$ 91	$ 96	523100
WC Executive Director	$ 103	$ 108	$ 112	$ 118	$ 123	$ 129	$ 135	524000
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	524000
WC Program Adminstrator	$ 67	$ 70	$ 73	$ 77	$ 80	$ 84	$ 88	524000
WC Public Art Coordinator	$ 117	$ 122	$ 128	$ 134	$ 140	$ 147	$ 154	524000
WC CRA Manager	$ 72	$ 75	$ 79	$ 82	$ 86	$ 90	$ 95	524000
CONTRACTUAL & PROFESSIONAL SERVICES								
Legal	$ 20,000	$ 20,893	$ 21,842	$ 22,849	$ 23,921	$ 25,060	$ 26,273	531000
Recording	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	531200
Community Visioning	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Public Art Master Plan	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Business Flare	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Audit Software	$ 333	$ -	$ -	$ -	$ -		$ -	
Audit	$ 3,332	$ 3,481	$ 3,639	$ 3,807	$ 3,985	$ 4,175	$ 4,377	
Rental Property	$ -	$ -	$ -	$ -	$ -	$ -		534000
Demolition	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	534000
METV	$ 9,350	$ -	$ -	$ -	$ -	$ -		534000
Axis 360	$ 3,100	$ 3,100	$ 3,100	$ 3,100	$ 3,100	$ 3,100	$ 3,100	534000
Security Service	$ 36,667	$ 36,667	$ 36,667	$ 38,000	$ 38,000	$ 40,000	$ 40,000	534000
Soofa Maintenance	$ 6,200	$ -	$ -	$ -	$ -	$ -	$ -	534000
Freebee	$ 58,240	$ 58,240	$ 60,884	$ 63,693	$ 66,680	$ 69,856	$ 73,236	534000
Bank Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	534100
Appraisal, Survey, Title, Environmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	534300
Property Fee Expense	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	534300
Travel and Per Diem	$ 3,550	$ 3,709	$ 3,877	$ 4,056	$ 4,246	$ 4,448	$ 4,663	540100
Communication Services	$ 2,044	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	541000
Freight and Postage	$ 670	$ 700	$ 700	$ 700	$ 700	$ 700	$ 700	542000
Zeno Large Copier	$ 400	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Zeno Large Copier Usage	$ 670	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Rental Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
General Liability Insurance	$ 2,300	$ 2,300	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	
Rental Property Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	546100
CRA Owned Property Maintenance	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	546100
Equipment Repair and Maintenance	$ 150	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	546100
Business Cards, Annual Report, Other	$ 1,334	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	547100
Maintanence Printing and Binding	$ 120	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	547100
Promotional Activities	$ 500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	458000
Legal Advertisment	$ 400	$ 400	$ 450	$ 450	$ 450	$ 450	$ 450	459100
Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Office Supplies	$ 2,500	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	551000
Equipment Under 5000	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551100
Cumputer Equipment under 5000	$ 500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551200
Gear/Uniforms	$ 300	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	552300
FRA Annual Dues	$ 832	$ 850	$ 850	$ 850	$ 850	$ 850	$ 850	554000
Bradenton Herald	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
IEDC	$ 152	$ 160	$ 160	$ 160	$ 160	$ 160	$ 160	554000
FEDC	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Americans for the Arts	$ 25	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	554000
FL Association of Public Art Professionals	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
Other Public Art Publications	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
CRM Software	$ 700	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	554000
CAFE	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Education and Training	$ 5,790	$ 5,790	$ 5,790	$ 5,790	$ 5,790	$ 5,790	$ 5,790	555000
CAPITAL IMPROVEMENT PROJECTS								
Land	$ 1,064,110	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,500,000	$ 2,500,000	$ 3,000,000	561000
Park Improvements and Construction	$ -		$ 1,500,000	$ 1,900,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	563000
Infrastructure		$ 1,500,000	$ 1,000,000	$ 1,500,000	$ 1,500,000	$ 2,250,000	$ 2,250,000	563000
Lighting	$ -	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	
Public Art Outlay	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	563300
REDEVELOPMENT INVESTMENT								
2011 Riverwalk Debt Principle	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	571000
2011 Riverwalk Debt Interest	$ 199,530	$ 199,530	$ 199,530	$ 199,530	$ 199,530	$ 199,530	$ 199,530	571000
ASSISTANCE TO BUSINESS								
Redevelopment Grant Program	$ 450,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	582500
Widewater	$ 90,000	$ 90,000	$ 90,000	$ 90,000	$ 90,000	$ -	$ -	
SUNZ	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	
Springhill Suites	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	
Riverview 6	$ 950,000	$ -	$ -	$ -	$ -	$ -	$ -	
Art Center Manatee	$ 200,000	$ 400,000	$ -	$ -	$ -	$ -	$ -	
Community Events	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	
9th Ave W Commercial Cooridor	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	
Implemetation of New Master Plan	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ -	
Affordable Housing Projects	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	
Annual Expenses	$ 5,696,923	$ 6,202,693	$ 6,817,917	$ 7,735,162	$ 8,352,077	$ 9,032,068	$ 9,551,210	
Profit/Loss	$ 205,329	$ 284,950	$ 342,810	$ 98,650	$ 154,820	$ 147,914	$ 301,856	
Cost of Living	0.044651527	0.045397751	0.046143975	0.046890199	0.047636423	0.048382648	0.049128872	

CRA
CITY OF Bradenton

Sustainable Redevelopment Plan

Tamiami Trail Community Redevelopment Area



BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman

Lisa Gonzalez Moore

Jayne Kocher

LEGAL
Scott Rudacille

Marisa Powers

STAFF
Jeff Burton

Christopher Munyon

Karen Kyser

Jean Farmer











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1. DEFINITIONS

1.1. Act

The *Community Redevelopment* Act of 1969.[1]

1.2. Affordable Housing

Defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of area median income.

1.2.2 Very low income describes a family at or below 50% of area median income.

1.2.3 Low income describes a family at or below 80% of area median income.

1.2.4 Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs). The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.[2]

1.3. Area

Florida Statute designated *redevelopment area*. For this document, the Tamiami Trail Redevelopment *Area* described in APPENDIX A.[3]

1.4. Blighted Area or Blight

An *Area* in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic* distress; and in which two or more of the following factors are present:

1.4.1 Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

1.4.2 Aggregate assessed values of real property in the *Area* for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

1.4.3 Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

1.4.4 Unsanitary or unsafe conditions.

1.4.5 *Deterioration* of site or other improvements.

1.4.6 Inadequate and outdated building density patterns.

1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.
1.4.10 Incidence of crime in the *Area* higher than in the remainder of the county or municipality.
1.4.11 Fire and emergency medical service calls to the *Area* proportionately higher than in the remainder of the county or municipality.
1.4.12 A greater number of violations of the Florida Building Code in the *Area* than the number of violations recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[4]
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term "*Blighted Area*" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *Area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted.* For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.[5]

1.5. Board of Commissioners (Board)

Provides oversite to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.[6]

1.6. Brownfield site

Means real property, the expansion, *redevelopment*, or reuse of which may be complicated by actual or perceived *environmenta*l contamination.[7]

1.7. Brownfield area

means a contiguous area of one or more *brownfield* sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of *redevelopment areas*, enterprise zones, empowerment zones, other such designated *economically* deprived communities and areas, and Environmental Protection Agency-designated *brownfield* pilot projects.[8]

1.8. Conservation

Means the following:

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4 FLORIDA STATUTE 163.340 (8)(N)
5 FLORIDA STATUTE 163.340 (8)
6 CITY OF BRADENTON ORDINANCE 2967
7 FLORIDA STATUTE 376.79 (4)
8 FLORIDA STATUTE 376.79 (5)

1.8.1. A careful preservation and protection of something.
1.8.2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
1.8.3. The preservation of a physical quantity during transformations or reactions.[9]

1.9. Community Advisory Committee (CAC)

An *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol. [10]

1.11. Community redevelopment (redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *Area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and *economically* distressed, or *rehabilitation* or *conservation* in an *Area*, or any combination or part thereof, in accordance with a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.8.4. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
1.8.5. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *Area* or *Areas*, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[11]

9 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION
10 FLORIDA STATUTE 163.340 (23)
11 FLORIDA STATUTE 163.355 (2)

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute. For this document, The Bradenton *Community Redevelopment Agency*.[12]

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure that makes it possible for *owners* of commercial, industrial, multifamily, and nonprofit properties to obtain low-cost, long-term financing for energy efficiency, renewable energy and wind hardening projects.[13]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[14]

1.15. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.[15]

1.16. Disseminate

To spread abroad as though sowing seed. To disperse throughout.[16]

1.17 Economic

Relating to, or based on the production, distribution, and consumption of goods and services.[17]

1.17. Elderly

Persons 62 years of age or older.[18]

1.18. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[19]

1.19. Governing Body

The council, commission, or other legislative body charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[20]

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12 Florida Statute 163.340 (1)
13 https://www.fdfcbonds.com/cpace
14 https://www.cpted.net/
15 2018 International Code Council, International Property Maintenance Code. (202)
16 https://www.merriam-webster.com/dictionary/disseminate
17 https://www.merriam-webster.com/dictionary/economic
18 Florida Statute 420.503 (16)
19 https://www.merriam-webster.com/dictionary/Environment
20 Florida Statute 163.340 (3)

1.20. Increment Revenue

The non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *Area*.

1.21. Intensify

To grow stronger or more acute.[21]

1.22. Non-conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not conform to the [current] regulations.[22]

1.23. Occupant

See tenant.

1.24. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, *tenant* in common, *tenant* in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of such building or land.[23]

1.25. Property Accessed Clean Energy (PACE)

A Florida public entity that provides *homeowners* with financing options for energy-efficient and hurricane-resistant home improvements.

1.26. Redevelopment Plan (Plan)

The approved *redevelopment* directions as exists from time to time, for an *Area*.[24]

1.27. Rehabilitate

Means the following:

1.8.6. To restore to a former capacity.
1.8.7. To restore to good repute.
1.8.8. Reestablish the good name of.
1.8.9. Restore to a former state.
1.8.10. Restore or bring to a condition of health or useful and constructive activity. [25]

1.28. Remediate

To make (something) the target of remedial action: to provide a remedy for. [26]

1.29. Revitalize

To give new life or vigor to.[27]

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21 https://www.merriam-webster.com/dictionary/intensify
22 2021 International Zoning Code
23 Bradenton Code of Ordinances Sec 1.2
24 Florida Statute 163.340 (11)
25 https://www.merriam-webster.com/dictionary/rehabilitate
26 https://www.merriam-webster.com/dictionary/Remeidate
27 https://www.merriam-webster.com/dictionary/revitalize

1.30. Slum area or Slums

An *Area* having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1.8.11. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
1.8.12. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
1.8.13. The existence of conditions endangering life or property by fire or other causes.[28]

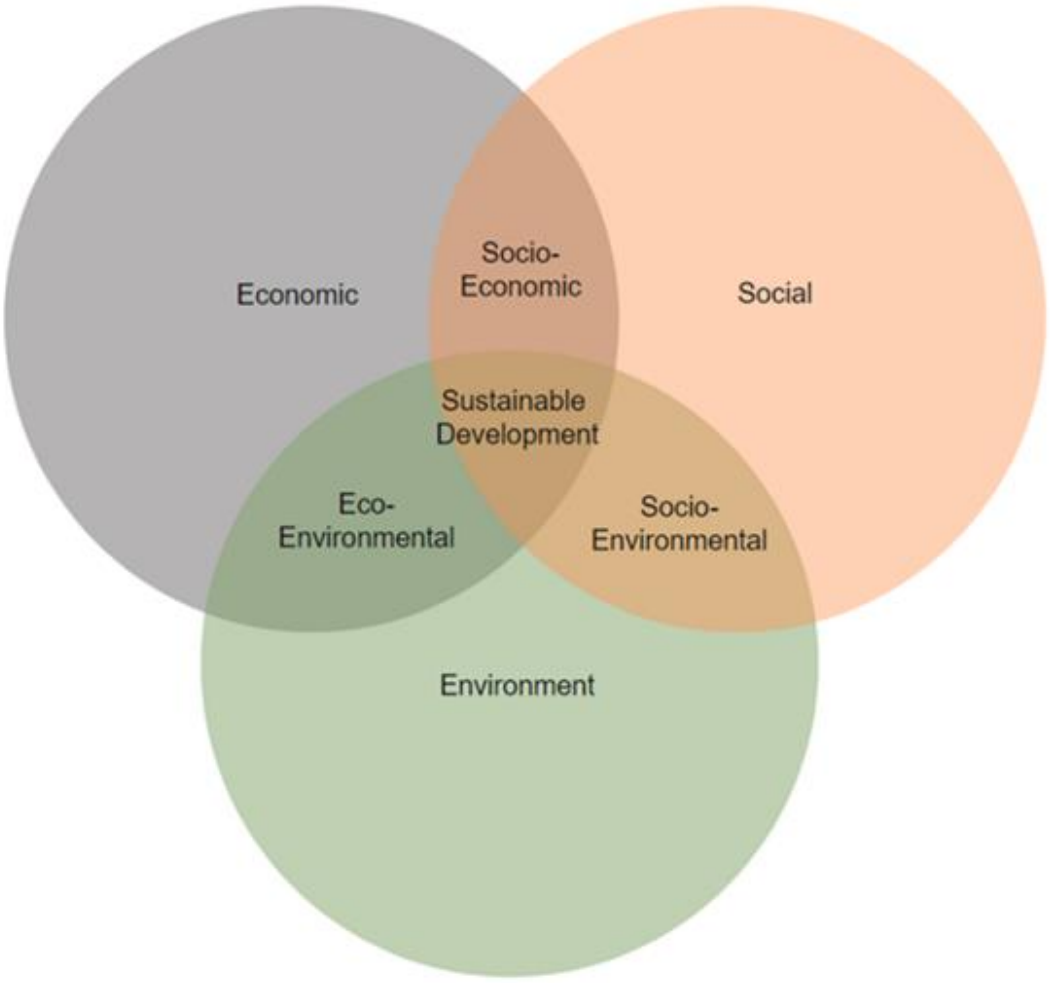
1.31. Social

Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[29]

1.32. Sustainable Redevelopment

A theoretical framework based on the synergy of *economic*, *social*, and *environmental* elements visualized as the Venn diagram below.[30]

28 FLORIDA STATUTE 163.340 (7)
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
30 DR. EDWARD B. BARBIER (1987)


Economic
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Sustainable
Development
Eco-
Environmental
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Environmental
Environment

2. ECONOMIC

1.33. GOAL

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit *economies*, *disseminate* through by means of *redevelopment*, safety and a vibrant, diverse, developing, and redeveloping community. The *Agency* may also engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

1.34. REDEVELOPMENT

1.34.1. Intent

1.34.1.1. The *Agency* may encourage commerce according to the following activities:

1.34.1.1.1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[31]

1.34.1.1.2. Removal of *blighted* conditions that include areas that lead to *economic* distress [32] and *economic* and *social* liabilities that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.[33]

1.34.1.1.3. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[34]

1.34.1.1.4. *Revitalize*, *rehabilitate*, and redevelop the *Governing Body* designated *deteriorating* and *economically* distressed coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[35 and 36]

1.34.1.1.5. Tax base preservation and enhancement. [37 and 38]

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31 FLORIDA STATUTE 163.345 (1)
32 FLORIDA STATUTE 163.340 (8)
33 FLORIDA STATUTE 163.340 (1)
34 FLORIDA STATUTE 163.340 (6)
35 FLORIDA STATUTE 163.340 (7)
36 FLORIDA STATUTE 163.340 (9)
37 FLORIDA STATUTE 163.335 (5)
38 FLORIDA STATUTE 163.353

1.34.2. Policies

1.34.2.1. *Increment revenue* incentives, grants and other funding may be used for the following:

1.34.2.1.1. *Revitalize* of the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.
1.34.2.1.2. Reduction or maintenance of natural disaster evacuation times.
1.34.2.1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.

1.34.2.2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:

1.34.2.2.1. CAC.
1.34.2.2.2. Architectural Review Board.
1.34.2.2.3. Tree & Land Preservation Board.
1.34.2.2.4. Planning Commission.
1.34.2.2.5. Code Enforcement Special Magistrate.
1.34.2.2.6. Nuisance Abatement Board.
1.34.2.2.7. Bradenton Housing Authority.
1.34.2.2.8. Affordable Housing Advisory Committee.
1.34.2.2.9. Public Art Advisory Board.

1.34.2.3. Encourage new public and private employment and housing opportunities in the Area.
1.34.2.4. Encourage the growth of the Area's taxable real property.
1.34.2.5. Support the development of a maker space or business incubator.

1.35. IMAGE

1.35.1. INTENT

1.35.1.1. The *Agency* may *disseminate slum* clearance and *blighted area redevelopment* information as following:
1.35.1.2. File an annual report. [39]
1.35.1.3. Sponsor and finance *dissemination* of *redevelopment* in the *Area* for the following:
1.35.1.3.1. Commerce.
1.35.1.3.2. Image.
1.35.1.3.3. Culture.
1.35.1.3.4. Emergency Management and Resiliency.
1.35.1.3.5. Housing.
1.35.1.3.6. Infrastructure.

39 FLORIDA STATUTE 163.371 (2)

1.35.1.3.7. Property Maintenance.
1.35.1.3.8. Public Safety.
1.35.1.4. File an annual audit.[40]
1.35.1.5. Fila an annual report.
1.35.1.6. Apply for third-party *redevelopment* awards from a related associations and conferences.
1.35.1.7. Use Teachable *redevelopment* opportunities not limited to the following:
1.35.1.7.1. Relative state and national conventions.
1.35.1.7.2. Training courses and sessions.
1.35.1.7.3. University and college courses and certifications.
1.35.1.8. Earn certifications related to *redevelopment*, project management, finance and other related activities.

1.35.2. POLICIES

1.35.2.1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
1.35.2.2. Develop the *Agency* brand.
1.35.2.3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
1.35.2.3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
1.35.2.3.2. finance events that visibly increases the presence of *community policing innovation* as an element of a *community policing innovation* plan.
1.35.2.4. Establish at least one (1) *Area* merchants' association Main Street Program.

1.36. PROPERTY MAINTENANCE

1.36.1. INTENT

1.36.1.1. The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:
1.36.1.2. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements. [41]
1.36.1.3. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements. [42]
1.36.1.4. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise… including… the enforcement of other laws, codes,

40 FLORIDA STATUTE 163.387 (8)
41 FLORIDA STATUTE 163.370 (2) (H) 1
42 FLORIDA STATUTE 163.370 (2) (H) 2

and regulations relating to the use of land and the use and occupancy of buildings and improvements.[43]

1.36.2. POLICIES

1.36.2.1. Support *Governing Body* compliance by *intensify* compliance efforts in the *Area*.

1.36.2.2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

1.36.2.3. Use incentives to aid code compliance.

1.36.2.4. The *Agency* may assist in the correction of *non*-conformities and inconsistent future land use issues.

43 FLORIDA STATUTE 163.345 (1)

2. ENVIRONMENT

2.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery.[44] The *Agency* may also focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards. The *Agency* my take advantage of the special *redevelopment* relationship accorded to the through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

2.2. EMERGENCY MANAGEMENT AND RESILIENCY

2.2.1. INTENT

2.2.1.1. The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an *Area* needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that *Area* may be certified as a *blighted area*. [45]

3.2.1.1.2 Elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*,[46 and 47] especially by private enterprise.[48]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to disease…[49, 50 and 51]

3.2.1.1.4 *Blight* leads to *economic* distress and includes falling lease rates[52] per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[53]

3.2.1.1.5 The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and *economically* distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters. [54]

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44 FLORIDA STATUTE 163.360 (7) (E)
45 FLORIDA STATUTE 163.360 (10)
46 FLORIDA STATUTE 163.335 (2)
47 FLORIDA STATUTE 163.350
48 FLORIDA STATUTE 163.345 (1)
49 FLORIDA STATUTE 163.335 (1)
50 FLORIDA STATUTE 163.340 (7)
51 FLORIDA STATUTE 163.360 (8) (A) 3.
52 FLORIDA STATUTE 163.340 (8) (G)
53 FLORIDA STATUTE 163.340 (8) (I)
54 FLORIDA STATUTE 163.360 (7) (E)

2.2.2. POLICIES

2.2.2.1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.

2.2.2.2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.

2.2.2.3. Emergency *remediation* activities may include any activities agreed upon by the *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.

2.2.2.4. *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant *remediation*.

2.3. INFRASTRUCTURE

2.3.1. INTENT

2.3.1.1. The *Agency* may *intensify* the *Governing Body's* infrastructure projects by undertaking programs, and projects for the elimination of *blight* that includes the following:

2.3.1.1.1. Inadequacies such as transportation facilities,[55] including transit services, parking resources, street layouts, lot layouts, roadways, and bridges.[56] and [57]

2.3.1.1.2. Traffic congestion.[58]

2.3.1.1.3. Construct parks, playgrounds, other public improvements, and structures. [59] and [60]

2.3.1.1.4. *Intensify* the *Governing Body's* maintenance programs.

2.3.2. POLICIES

2.3.2.1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years. [61]

2.3.2.2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs. [62]

2.3.2.3. Improve access to public parks and open spaces. [63]

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55 FLORIDA STATUTE 163.335 (4)
56 FLORIDA STATUTE 163.340 (8) (A)
57 FLORIDA STATUTE 163.370 (2) (C) 8.
58 FLORIDA STATUTE 163.350
59 FLORIDA STATUTE 163.335 (4)
60 FLORIDA STATUTE 163.350
61 FLORIDA STATUTE 163.370 (3) (B)
62 FLORIDA STATUTE 163.335 (4)
63 FLORIDA STATUTE 163.340 (7) (A)

2.3.2.4. Support *Governing Body* and trust fund investing taxing authority, leased placemaking destinations, especially in a coastal tourism area, that encourage *economic*, *environmental*, and *social* well-being.[64, 65, and 66]
2.3.2.5. Plan and implement large (greater than 2 acres) parks and public access to the water. [67]
2.3.2.6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
2.3.2.7. Install Low Impact Development (LID) including permeable pavers and bioswales.
2.3.2.8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
2.3.2.9. Support *PACE* and *C-PACE* projects.
2.3.2.10. Prioritize improvements at intersections with unusually high accident rates.
2.3.2.11. Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
2.3.2.12. Maintain existing access and seek opportunities to increase public access to the waterfront.
2.3.2.13. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
2.3.2.14. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
2.3.2.15. Address *environmental* concerns and *redevelopment* related to *brownfield sites* and *areas*.

2.4. REMEDIATION

2.4.1. INTENT

2.4.1.1. *Environmentally rehabilitate* or *conserve* or a combination of both to *redevelop* properties in the *Area*.[68]
2.4.1.2. Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the *redevelopment* or ruse of *brownfield* sites.[69]
2.4.1.3. Encourage the designation of the *Area* as a *brownfield* area.[70 and 71]
2.4.1.4. Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield* site or area. The *Agency* may be used to the fullest extent of the law to encourage the *redevelopment* of *brownfield* sites and areas.[72] These incentives may assist as follows:

64 FLORIDA STATUTE 163.335 (1)
65 FLORIDA STATUTE 163.335 (2)
66 FLORIDA STATUTE 163.335 (4)
67 FLORIDA STATUTE 163.365
68 FLORIDA STATUTE 376.78 (8)
69 FLORIDA STATUTE 376.78 (9)
70 FLORIDA STATUTE 376.79 (5)
71 FLORIDA STATUTE 376.80 (2) (B)
72 FLORIDA STATUTE 376.84

2.4.1.4.1. Financial.
2.4.1.4.2. Regulatory.
2.4.1.4.3. Technical. [73]

2.4.1.5. *Remediation* and *redevelopment* are a public investment promoting job creation and the elimination of public health and *environmental* hazards.[74]

2.4.1.6. Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[75]

2.4.2. POLICIES

2.4.2.1. *Increment revenue* grants may be used to support State of Florida *Brownfield Redevelopment* Program tax credits.

2.4.2.2. When an incentive is applied for, The *Agency* may loan property *owners remediation* funds as part of a Florida *Brownfield Redevelopment* Program *Brownfield* Site *Rehabilitation* Agreement (BSRA) where program tax credits are monetized.

2.4.2.3. A *redevelopment* grant may be applied for, after a *remediation* loan, once the state tax credits have been awarded to the *Agency*.

2.4.2.4. The *Agency* may acquire perceived *brownfield* sites and areas for *remediation* and *redevelopment* by the private sector.

73 FLORIDA STATUTE 376.84
74 FLORIDA STATUTE 376.84
75 FLORIDA STATUTE 163.340 (8) (N)

3. SOCIAL

3.1. GOAL

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*. The *Agency* may focus resources redeveloping residential and mixed-use structures and reducing or eliminating crime and increasing public safety through *community* policing innovations. The *Agency* will synergize *economic*, *environment*, and *social* influences into balanced *sustainable redevelopment*.

3.2. CULTURE

3.2.1. INTENT

3.2.1.1. The *Agency* may *intensify* the *Governing Body's* cultural activities as following:

3.2.1.1.1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[76]

3.2.1.1.2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[77]

3.2.1.1.3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.[78]

3.2.1.1.4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[79]

3.2.2. POLICIES

3.2.2.1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

3.2.2.1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.

3.2.2.1.2. Historical State and Federal certified sites.

3.2.2.1.3. Artistic sites certified by the Public Art Advisory Board.

3.2.2.2. The financial support of public and private art may be considered as an *increment revenue* expenditure.

3.2.2.3. Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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76 FLORIDA STATUTE 163.340 (9)
77 FLORIDA STATUTE 163.355 (2)
78 FLORIDA STATUTE 163.335 (2)
79 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

3.3. HOUSING

3.3.1. INTENT

3.3.1.1. The *Agency* may *intensify* the *Governing Body's* housing stock by:

3.3.1.1.1. Providing for the Area's low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[80]

3.3.1.1.2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[81]

3.3.1.1.3. Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[82]

3.3.1.1.4. Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[83,84,85, and 86]

3.3.2. POLICIES

3.3.2.1. The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

3.3.2.1.1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.[87]

3.3.2.1.2. Support *rehabilitation* grants for *deteriorated* housing.

3.3.2.1.3. Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

3.3.2.1.4. Incentivize developers for providing housing sites.

3.3.2.1.5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

3.3.2.1.6. Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

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80 FLORIDA STATUTE 163.360 (2) (C)
81 FLORIDA STATUTE 163.340 (9)
82 FLORIDA STATUTE 163.370 (2) (J)
83 FLORIDA STATUTE 163.335 (6)
84 FLORIDA STATUTE 163.340 (9)
85 FLORIDA STATUTE 163.340 (10)
86 FLORIDA STATUTE 163.350
87 FLORIDA STATUTE 163.340 (9)

3.3.2.1.7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
3.3.2.1.8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:

3.3.2.1.8.1. Land trusts and land banks.
3.3.2.1.8.2. Rental or ownership markets.
3.3.2.1.8.3. Alternative energy point sourcing.
3.3.2.1.8.4. Pocket neighborhoods.
3.3.2.1.8.5. Sustainably affordable financial accommodations.
3.3.2.1.8.6. Natural disaster and energy resilient construction.

3.3.2.1.9. Support *PACE* and *C-PACE* and similar program projects.
3.3.2.1.10. The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.
3.3.2.1.11. Incentive all new housing units, regardless of income, that meet one of the following:

3.3.2.1.11.1. A positive cost/benefit analysis over the *Agency*'s life.
3.3.2.1.11.2. Redevelop a *Governing Body* designated *slum* or *blighted* structure.
3.3.2.1.11.3. *Remediate* and *redevelop* a designated *brownfield* site or area.

3.4. PUBLIC SAFETY

3.4.1. INTENT

3.4.1.1. The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

3.4.1.1.1. The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.
3.4.1.1.2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*.
3.4.1.1.3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovations*.
3.4.1.1.4. The … *Plan* may provide for developing and implementing *community policing innovations*.

3.4.2. POLICIES

3.4.2.1. The *Agency* shall not institute *community policing innovation* unless:

3.4.2.1.1. The *Governing Body* has approved its development.
3.4.2.1.2. It is noted in the *Plan*.

3.4.2.2. The *Agency* may assist the *Governing Body* with the following:

3.4.2.2.1. The *increment revenue* funding provides for a strengthening of existing policing resources.
3.4.2.2.2. Encourage *community policing innovation* though *CPTED* in buildings, streets, and other designs.
3.4.2.2.3. Make use of *community policing innovation* as defined by its *redevelopment* definition.
3.4.2.2.4. Make use of *CPTED*.
3.4.2.2.5. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.
3.4.2.2.6. Address homelessness and vagrancy issues.

4. STATUTORY POWERS

4.1. GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

4.1.1. INTENT

It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* in accordance with this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

4.1.2. POLICIES

4.1.2.1. Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

4.1.2.2. *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

4.1.2.3. If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

4.1.2.4. Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

4.1.2.5. Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

4.1.2.6. Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

4.1.2.7. Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

4.1.2.8. Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

4.1.2.9. Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

4.1.2.10. The *Agency* is not authorized with the following powers:

4.1.2.10.1. Eminent domain.[88]

4.1.2.10.2. Construct or expand administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a *community policing innovation*.

4.1.2.10.3. Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.

4.1.2.10.4. General government operating expenses unrelated to the planning and carrying out of a *Plan*.

4.1.2.10.5. Fund third party entity administrative, project, or program costs not association with this *Plan*.

88 FLORIDA STATUTE 163.335 (7)

5. STATUTORY REQUIRED ELEMENTS OF THE PLAN

5.1. GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

5.1.1. INTENT

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in italics, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

5.1.1.1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

5.1.1.2. Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

5.1.1.3. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

5.1.1.4. The approximate number of dwelling units.

2,000

5.1.1.5. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

5.1.1.6. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are design to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged though private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting school population.

5.1.1.7. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield* site and area *remediation*, parks, parking, parling garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan*.

5.1.1.8. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

5.1.1.9. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

5.1.1.10. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required.

5.1.1.11. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

5.1.1.12. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

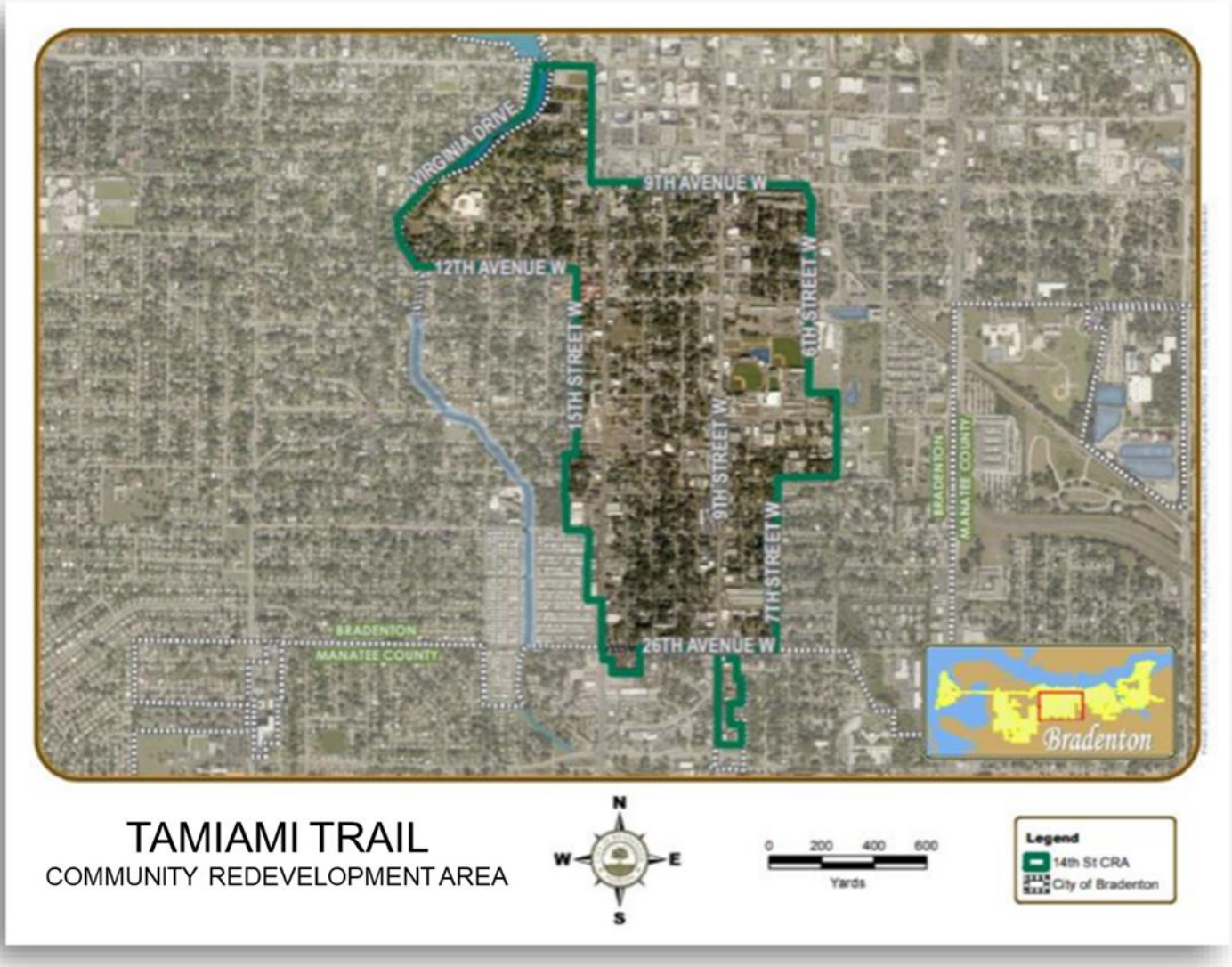
5.1.1.13. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Redevelopment* activities financed by *increment revenues* shall be completed no later than September 30th, 2040 following the adoption of this *Plan*.

6. APPENDIX A

Point of Beginning; at the intersection of 15th Street West and Manatee Avenue West, then South along the centerline of 15th Street West to 9th Avenue West, then East along the centerline of 9th Avenue West to the CSX Railroad ROW, then Southeast along the West CSX Railroad ROW to 13th Avenue West, then West along the centerline of 13th Avenue West to 6th Street West, then South along the centerline of 6th Street West to 16th Avenue West, then East along the centerline of 16th Avenue West a distance of 330', then South to the intersection of 17th Avenue West and 5th Street West, then South along the centerline of 5th Street West to 19th Avenue West, then West along the centerline of 19th Avenue West to 7th Street West, then South along the centerline of 7th Street West to 26th Avenue West, then West along the centerline of 26th Avenue West a distance of 545', then South following the City Limits a distance of 1566', then West along the City Limits to 9th Street West, then North along the centerline of 9th Street West to 26th Avenue West, then West along the centerline of 26th Avenue West a distance of 1210', then South following the City Limits a distance of 135', then West along the City Limits to 14th Street West, then North along the centerline of 14th Street West to 24th Avenue West, then West along the centerline of 24th Avenue West a distance of 170', then North to 21st Avenue West, then West along the centerline of 21st Avenue West to 15th Street West, then North along the centerline of 15th Street West to12th Avenue West, then West along the centerline of 12th Avenue West to Wares Creek, then North along the centerline of Wares Creek to Manatee Avenue West, then East along the centerline of Manatee Avenue West to the POB.

7. APPENDIX B


VIRGINIA DRIVE
9TH AVENUE W
12TH AVENUE W
15TH STREET W
9TH STREET W
7TH STREET W
6TH STREET W
BRADENTON
MANATEE COUNTY
26TH AVENUE W
BRADENTON
MANATEE COUNTY
Bradenton
TAMIAMI TRAIL
COMMUNITY REDEVELOPMENT AREA
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Yards
Legend
14th St CRA
City of Bradenton

8. APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2] [8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

* A five-unit density bonus is permitted with the provision of affordable housing

(1) An overhang of up to two feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement. A variance of up to 12 inches may be approved by the PCD director. Setbacks shall be measured from the right-of-way unless waived by the PCD director per subsection 4.1.1.

(2) Secondary front yard setback minimum is 15 feet.

(3) Additional height is permitted if one foot is added to the rear and side setbacks for each foot of additional height of the building.

(4) Exclusive of garages, carports or other enclosed areas.

(5) Including building footprint, paved drives, paved terraces, impervious decks, swimming pools, and other impervious surfaces.

(6) Required on only one frontage on a double frontage lot.

(7) With the exception of fences, accessory buildings or accessory structures shall not be placed on easements.

(8) Cul-de-sac lots may reduce lot width at building line by 25 feet

(9) See section 3.4.5.6 for Village of the Arts Overlay District.

DIMENSIONS AND AREA STANDARDS FOR MIXED USE AND NON-RESIDENTIAL DISTRICTS								
STANDARD	MIXED-USE				COMMERCIAL		PROFESSIONAL	INDUSTRIAL
	UV				UCC	SCC	P	I
NON-RESIDENTIAL BUILDINGS (Building Setbacks in Feet) (9)	Arterial (1)	Non-Arterial (2)	UC	UCBD				
Front	5 (3)	10	none	none	20	35	35	25
Side	0	5	none	none	10	10	10	20
Rear	0	15	none	none	15	25	25	25
Side or rear adjacent to residential district (10)	n/a	n/a	35	35	35	35	35	35
Accessory building/structure setback in feet, side or rear (11)	none	none	none	none	10	10	10	10
Maximum floor area ratio (12)	0.7	0.7	5	5	0.5	0.5	0.35	1
Maximum building height (in feet) (13)	60 (4)	35 (5)	95	95	35	35	45	45
Maximum building height (in stories)	5	3	8	8	2	2	3	4
MAXIMUM RESIDENTIAL DENSITY IN DWELLINGS UNITS PER ACRE (where permitted)	25 (6)(7)		60 (6)(8)	40 (6)(8)	10 (6)(8)			

(1) Standards apply to buildings fronting arterial roadways listed in Section 4.1.3.
(2) Standards apply to buildings fronting local or collector streets listed in section 4.1.3.
(3) Maximum building setback of 15 feet.
(4) Within 125 feet of parcel boundary fronting arterial roadway. Within 125 feet of parcel boundary fronting arterial roadway and local or minor collector street (corner parcel), height may be increased to 85 feet.
(5) Within 85 feet of parcel boundary fronting local street or minor collector.
(6) A density bonus of up to ten dwelling units per acre may be granted for planned development project applications subject to architectural review board (ARB) design and compatibility review if such unit(s) meet the following conditions: (1) remains owner occupied with homestead tax exemption status; (2) the initial sales price does not exceed the purchase price limit set forth in the adopted City of Bradenton Local Housing Agency Plan, as may be amended from time to time; and (3) said unit does not exceed said purchase price limit for a time period of not less than five years from date of first occupancy.
(7) See schedule 3.2.2.1 for urban village residential standards.
(8) Areas inside the coastal high hazard area being the category 1 storm surge line as established by a sea, lake, and overland surges from hurricanes (SLOSH) computerized storm model are limited to dimensional and area standards and density limitations set forth in the R-3C district.
(9) An overhang of up to three feet is permitted to extend into the required setback unless the overhang would extend into a public facilities easement or right-of-way. No footings or structural supports shall be located in a public facilities easement, drainage easement or right-of-way.
(10) A five-foot separation strip shall be provided along all property lines abutting a residential zone. Within the strip, a permanent buffer, such as a wall or evergreen hedge, with a minimum height of six feet shall be provided.
(11) Pervious wood decks for outdoor seating may extend to side and rear property lines at the discretion of the PCD director. No deck or structure pursuant to this allowance may extend over any water body or wetland. Additional standards may apply for such approval.
(12) Floor area ratio is defined as the total building area divided by the total land area of the site and is limited to non-residential uses not including parking, public atriums, and/or indoor plazas and courtyards.
(13) The maximum building height permitted, except in the UV, UC or UCBD zone, may be increased provided one additional foot is added to each required setback for each additional foot to building height. In UV, UC or UCBD districts, increased height may be permitted with the approval of the city council upon the recommendation of the ARB, provided adjoining properties would not be adversely affected based on visual impact and design and compatibility analysis and consistency with the Tamiami Trail Revitalization Strategy.
(14) Gasoline pumps and propane tanks shall meet a 25-foot front setback and shall be landscaped.

9. APPENDIX D

CENTRAL

DESCRIPTION	2023	2024	2025	2026	2027	2028	2029	ACCOUNT
REVENUES								
Increment Revenue	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Annual Revenue	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
Total Revenue + Fund Balance	$ 2,828,285	$ 2,464,044	$ 2,778,664	$ 3,093,284	$ 3,407,904	$ 3,722,524	$ 4,037,143	
EXPENSES								
OPERATIONS & MANAGEMENT								
Executive Director	$ 39,599	$ 41,367	$ 43,245	$ 45,241	$ 47,362	$ 49,618	$ 52,019	512000
Assistant Director	$ 31,348	$ 32,748	$ 34,234	$ 35,814	$ 37,403	$ 39,280	$ 41,180	512000
Program Administrator	$ 25,043	$ 26,161	$ 27,349	$ 28,611	$ 29,952	$ 31,379	$ 32,897	512000
Public Art Coordinator	$ 5,831	$ 6,091	$ 6,368	$ 6,662	$ 6,974	$ 7,306	$ 7,660	512000
CRA Manager	$ 27,719	$ 28,957	$ 30,271	$ 31,668	$ 33,153	$ 34,732	$ 36,413	512000
Service Incentive	$ 754	$ 788	$ 823	$ 861	$ 902	$ 945	$ 990	512900
FICA Executive Director	$ 2,394	$ 2,501	$ 2,614	$ 2,735	$ 2,863	$ 3,000	$ 3,145	521000
FICA Assistant Director	$ 1,943	$ 2,080	$ 2,122	$ 2,220	$ 2,324	$ 2,435	$ 2,552	521000
FICA Program Administrator	$ 1,557	$ 1,627	$ 1,700	$ 1,779	$ 1,862	$ 1,951	$ 2,045	521000
FICA Public Art Coordinator	$ 329	$ 344	$ 359	$ 376	$ 393	$ 412	$ 432	521000
FICA CRA Manager	$ 1,628	$ 1,701	$ 1,778	$ 1,860	$ 1,947	$ 2,040	$ 2,139	521000
MC Executive Director	$ 560	$ 585	$ 612	$ 640	$ 670	$ 702	$ 736	512000
MC Assistant Director	$ 454	$ 474	$ 496	$ 519	$ 543	$ 569	$ 596	512000
MC Program Administrator	$ 364	$ 380	$ 398	$ 416	$ 435	$ 456	$ 478	512000
MC Public Art Coordinator	$ 77	$ 80	$ 84	$ 88	$ 92	$ 96	$ 101	512000
MC CRA Manager	$ 381	$ 398	$ 416	$ 435	$ 456	$ 477	$ 500	512000
FRS Executive Director	$ 5,373	$ 5,613	$ 5,868	$ 6,138	$ 6,426	$ 6,732	$ 7,058	522000
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	522000
FRS Program Administrator	$ 5,449	$ 5,692	$ 5,951	$ 6,225	$ 6,517	$ 6,828	$ 7,158	522000
FRS Public Art Coordinator	$ 790	$ 825	$ 863	$ 903	$ 946	$ 990	$ 1,038	522000
FRS CRA Manager	$ 3,761	$ 3,929	$ 4,107	$ 4,297	$ 4,498	$ 4,713	$ 4,941	522000
HC Executive Director	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523000
HC Program Administrator	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
HC Public Art Coordinator	$ 1,288	$ 1,346	$ 1,407	$ 1,472	$ 1,540	$ 1,614	$ 1,692	523000
HC CRA Manager	$ 4,252	$ 4,442	$ 4,644	$ 4,858	$ 5,086	$ 5,328	$ 5,586	523000
LI Executive Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	523100
LI Program Administrator	$ 62	$ 65	$ 68	$ 71	$ 74	$ 78	$ 81	523100
LI Public Art Coordinator	$ 15	$ 16	$ 16	$ 17	$ 18	$ 19	$ 20	523100
LI CRA Manager	$ 69	$ 72	$ 75	$ 79	$ 83	$ 86	$ 91	523100
WC Executive Director	$ 98	$ 102	$ 107	$ 112	$ 117	$ 123	$ 129	524000
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -	524000
WC Program Administrator	$ 64	$ 67	$ 70	$ 73	$ 77	$ 80	$ 84	524000
WC Public Art Coordinator	$ 14	$ 15	$ 15	$ 16	$ 17	$ 18	$ 18	524000
WC CRA Manager	$ 69	$ 72	$ 75	$ 79	$ 83	$ 86	$ 91	524000
CONTRACTUAL & PROFESSIONAL SERVICES								
Legal	$ 20,000	$ 20,893	$ 21,842	$ 22,849	$ 23,921	$ 25,060	$ 26,273	531000
Recording	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	531200
Community Visioning	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Public Art Master Plan	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Business Plans	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	531900
Audit Software	$ 333	$ -	$ -	$ -	$ -		$ -	
Audit	$ 3,332	$ 3,481	$ 3,639	$ 3,807	$ 3,985	$ 4,175	$ 4,377	
Rental Property	$ 2,000	$ -	$ -	$ -	$ -	$ -		534000
Demolition	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	534000
METV	$ 9,350	$ -	$ -	$ -	$ -	$ -		534000
Security Service	$ 36,667	$ 36,667	$ 36,667	$ 38,000	$ 38,000	$ 40,000	$ 40,000	534000
Soofa Maintenance	$ 6,200	$ -	$ -	$ -	$ -	$ -	$ -	534000
Freebee	$ 58,240	$ 58,240	$ 60,884	$ 63,693	$ 66,680	$ 69,856	$ 73,236	534000
Bank Fees	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	$ 1,560	534100
Appraisal, Survey, Title, Environmental	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	534300
Travel and Per Diem	$ 3,550	$ 3,709	$ 3,877	$ 4,056	$ 4,246	$ 4,448	$ 4,663	
Communication Services	$ 2,084	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	$ 2,100	541000
Freight and Postage	$ 665	$ 700	$ 700	$ 700	$ 700	$ 700	$ 700	542000
Zeno Large Copier	$ 400	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Zeno Large Copier Usage	$ 665	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	544200
Rental Property Insurance	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	
General Liability Insurance	$ 2,300	$ 2,300	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	
Rental Property Maintenance	$ 4,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	546100
CRA Owned Property Maintenance	$ 10,000	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	546100
Equipment Repair and Maintenance	$ 150	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	546100
Business Cards, Annual Report, Other	$ 1,333	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	547100
Maintanence Printing and Binding	$ 120	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	547100
Promotional Activities	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	458000
Legal Advertisment	$ 350	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	459100
Property Tax	$ 2,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	
Office Supplies	$ 2,500	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	551000
Equipment Under 5000	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551100
Cumputer Equipment under 5000	$ 500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	551200
Gear/Uniforms	$ 300	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	552300
FRA Annual Dues	$ 831	$ 850	$ 850	$ 850	$ 850	$ 850	$ 850	554000
Bradenton Herald	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
IEDC	$ 152	$ 160	$ 160	$ 160	$ 160	$ 160	$ 160	554000
FEDC	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Americans for the Arts	$ 35	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	554000
FL Association of Public Art Professionals	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
Other Public Art Publications	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	554000
CRM Software	$ 700	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	554000
CAFE	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	554000
Education and Training	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	555000
CAPITAL IMPROVEMENT PROJECTS								
Land	$ 500,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 500,000	$ 1,000,000	$ 500,000	561000
Park Improvements and Construction	$ 250,000			$ -	$ 440,000	$ 250,000	$ 500,000	563000
Infrastructure		$ -	$ -	$ 239,000	$ 750,000	$ 750,000	$ 500,000	563000
Lighting	$ 275,000	$ 50,000	$ 338,000	$ 400,000	$ 400,000	$ 388,000	$ 350,000	
Public Art Outlay	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	563300
REDEVELOPMENT INVESTMENT								
City of Bradenton	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	$ 7,081	571000
Bank of America	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	$ 9,629	571000
ASSISTANCE TO BUSINESS								
Redevelopment Grant Program	$ 212,335	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	582500
Community Events	$ 40,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	
9th Ave W Commercial Coordor	$ 150,000	$ 150,000	$ 150,000	$ 150,000				
Implemetation of new Master Plan	$ 350,000	$ -						
Affordable Housing Projects	$ 250,000	$ 350,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 1,000,000	
HOPE VI -A	$ 75,000	$ 75,000						
HOPE VI-B	$ 60,000	$ 60,000						
Annual Expenses	$ 2,827,651	$ 2,462,930	$ 2,778,101	$ 3,093,154	$ 3,407,676	$ 3,722,058	$ 3,699,861	
Profit/Loss	$ 634	$ 1,114	$ 563	$ 130	$ 227	$ 465	$ 337,283	

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 1, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Contract

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

SUBJECT: Guaranteed Maximum Price for Public Safety Operations Center (PSOC)

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Tandem Construction was selected to provide Construction Manager at Risk services under a continuing services contract for the construction of the PSOC at the old Red Cross building. Working with our architects, Zoller Autrey under pre-construction services, Tandem has developed a Guaranteed Maximum Price (GMP) for the construction of the PSOC.

FINANCIAL IMPACT:
Funding is budgeted under GL Account 30258200-563000-PSOC.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the GMP with Tandem Construction for construction of the Public Safety Operations Center.

ATTACHMENTS:
PSOC Building GMP Report

City of Bradenton
Public Safety Operations Center

GMP Report Rev. 2

October 25, 2023



TANDEM CONSTRUCTION

City of Bradenton
Public Safety Operations Center

GMP Report Rev. 2

October 25, 2023

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TANDEM CONSTRUCTION: 5391 Lakewood Ranch Blvd. North, Suite 200, Sarasota, FL 34240 | License: CGCA31

1.
Executive Summary



TANDEM CONSTRUCTION

City of Bradenton

PSOC Building

Executive Summary

Tandem Construction is pleased to present this GMP Report for the City of Bradenton PSOC Building Project. This Proposal includes a cost report, project schedule and other important project information that will serve as supporting documentation and exhibits to be utilized by the Project Team.

Project Description

The Project is located at 2905 59th Street West, Bradenton, FL 34209 and consists of a 13,105 SF renovation. The scope of work also includes, but is not limited to, selective demolition; concrete; masonry; metals; insulation; roofing; hollow metal frames; glazing; metal framing; drywall; acoustical ceilings; flooring; painting; acoustical ceiling; specialties; hurricane shutters; fire suppression modifications HVAC; electrical; structured cabling; access control; security; fire alarm modifications; fencing; landscaping and irrigation.

Project Schedule

The project schedule reflects an overall duration of **6 months** for the construction phase of the project.

The following dates are considered Milestone Dates within the Master Plan Schedule included herein.

Mobilization/Commencement of Construction	December 4, 2023
Substantial Completion	May 31, 2024
Final Completion	July 2, 2024

2.
GMP Estimate



TANDEM CONSTRUCTION

City of Bradenton
PSOC Building
10/25/2023 Rev. 2
GMP Report

P.J. Hayes, Inc., *dba* Tandem Construction
5391 Lakewood Ranch Blvd. North, Suite 200
Sarasota, FL 34240

COST CODE	DIVISION 01 - GENERAL REQUIREMENTS	QUANTITY	UOM	UNIT COST	EXTENDED COST
010010	PROJECT EXECUTIVE	INC	INC	INC	INC
010040	SR. PROJECT MANAGER	1	LS	28,058.40	28,058.40
010050	ASST. PROJECT MANAGER	1	LS	79,791.00	79,791.00
010065	PROJECT SUPERINTENDENT	1	LS	93,528.00	93,528.00
010090	ADMINISTRATIVE ASSISTANT	1	LS	33,774.00	33,774.00
010120	GENERAL LABOR	1	LS	9,699.30	9,699.30
010130	TEMPORARY POWER				NIC / BY OWNER
010140	FPL FEES	NIC	NIC	NIC	NIC / BY OWNER
010170	TEMPORARY TOILETS / HANDWASH	6	MOS	425.00	2,550.00
010180	TEMPORARY WATER				NIC / BY OWNER
010190	DRINKING WATER	6	MOS	40.00	240.00
010210	FUEL EXPENSES	6	MOS	351.00	2,106.00
010220	WASTE MANAGEMENT & DISPOSAL	24	EA	450.00	10,800.00
010230	MISC. EQUIPMENT RENTAL	6	MOS	500.00	3,000.00
010250	SMALL HAND TOOLS	6	MOS	250.00	1,500.00
010280	REPRODUCTION	1	LS	1,000.00	1,000.00
010460	SAFETY INSPECTIONS (DCS SAFETY)	6	EA	225.00	1,350.00
010500	JOBSITE OFFICE SUPPLIES	6	MOS	45.00	270.00
010510	SAFETY & FIRST AID SUPPLIES	1	LS	250.00	250.00
010520	POSTAGE/ MAILING/ COURIER	6	MOS	45.00	270.00
010530	PHOTOGRAPHS	6	MOS	130.00	780.00
010540	PROJECT SIGNAGE	1	LS	1,500.00	1,500.00
010550	FINAL CLEANING	1	LS	13,500.00	13,500.00
010560	CONSTRUCTION SCHEDULING	INC	INC	INC	INC
010570	MISC. PUNCHLIST MATERIALS	1	LS	1,000.00	1,000.00
010590	IT/SATELLITE OFFICE/CLOUD	3.5	MIL	1,100.00	3,850.00
010650	CLOSEOUT DOCUMENTS	1	LS	500.00	500.00
				SUBTOTAL	**289,316.70**

COST CODE	DIVISION 02 - EXISTING CONDITIONS	QUANTITY	UOM	UNIT COST	EXTENDED COST
022113	SITE SURVEYS	1	LS	12,825.00	12,825.00
022623	ASBESTOS ASSESSMENT	1	LS	1,500.00	1,500.00
023216	MATERIAL TESTING - ALLOWANCE	1	LS	7,500.00	7,500.00
024113	SELECTIVE DEMOLITION	1	LS	39,850.00	39,850.00
028213	ASBESTOS ABATEMENT				NOT INCLUDED
				SUBTOTAL	**61,675.00**

COST CODE	DIVISION 3 - CONCRETE	QUANTITY	UOM	UNIT COST	EXTENDED COST
033053	CONCRETE GPR - ALLOWANCE	1	LS	1,100.00	1,100.00
033533	CONCRETE SOG POURBACK	1	LS	2,975.00	2,975.00
033010	CONCRETE	1	LS	95,146.00	95,146.00
034113	GROUTING CELLS - ALLOWANCE	1	LS	3,500.00	3,500.00
				SUBTOTAL	**102,721.00**

COST CODE	DIVISION 4 - MASONRY	QUANTITY	UOM	UNIT COST	EXTENDED COST
040010	MASONRY				INC IN 033010
				SUBTOTAL	**INC IN 033010**

COST CODE	DIVISION 5 - METALS	QUANTITY	UOM	UNIT COST	EXTENDED COST
050010	METALS	1	LS	17,600.00	17,600.00
				SUBTOTAL	**17,600.00**

COST CODE	DIVISION 6 - WOOD & PLASTICS	QUANTITY	UOM	UNIT COST	EXTENDED COST
061053	MISC. ROUGH CARPENTRY - L	1	LS	3,000.00	3,000.00
061054	MISC. ROUGH CARPENTRY - M	1	LS	3,000.00	3,000.00
062200	MILLWORK				NOT INCLUDED
				SUBTOTAL	**6,000.00**

COST CODE	DIVISION 7 - THERMAL & MOISTURE PROTECTION	QUANTITY	UOM	UNIT COST	EXTENDED COST
071100	FLOOR REMEDIATION - ALLOWANCE	1	LS	65,984.00	65,984.00
072100	THERMAL INSULATION				INC IN 092116
072119	FOAMED-IN-PLACE INSULATION	1	LS	60,004.00	60,004.00
076100	STANDING SEAM METAL ROOFING	1	LS	298,962.00	298,962.00
077233	ROOF HATCHES				NOT INCLUDED
078400	FIRESTOPPING/ FIREPROOFING	1	LS	48,500.00	48,501.00
079200	JOINT SEALANTS - ALLOWANCE	1	LS	4,500.00	4,500.00
				SUBTOTAL	**477,951.00**

COST CODE	DIVISION 8 - OPENINGS	QUANTITY	UOM	UNIT COST	EXTENDED COST
080010	DOORS & FRAMES - SUB	1	LS	93,186.00	93,186.00
087100	DOOR HARDWARE				INC IN 080010
087400	ACCESS CONTROL HARDWARE				INC IN 271000
088000	GLAZING	1	LS	8,800.00	8,800.00
088713	SOLAR CONTROL FILMS				INC IN 088000
				SUBTOTAL	**101,986.00**

COST CODE	DIVISION 9 - FINISHES	QUANTITY	UOM	UNIT COST	EXTENDED COST
092116	GYPSUM BOARD ASSEMBLIES	1	LS	109,517.40	109,517.40
092400	PORTLAND CEMENT PLASTERING	1	LS	24,980.00	24,980.00
092117	DRYWALL PATCHING - ALLOWANCE	1	LS	5,000.00	5,000.00
095113	ACOUSTICAL PANEL CEILINGS	1	LS	48,220.00	48,220.00
096000	FLOORING	1	LS	106,156.50	106,156.50
096001	FLOOR PROTECTION	1	LS	4,060.00	4,060.00
096015	FLOOR PREPARATION				INC IN 096000
099123	INTERIOR PAINTING	1	LS	59,505.00	59,505.00
				SUBTOTAL	**357,438.90**

COST CODE	DIVISION 10 - SPECIALTIES	QUANTITY	UOM	UNIT COST	EXTENDED COST
101100	VISUAL DISPLAY SURFACES				NIC/ BY OWNER
101116	MARKERBOARDS				NIC/ BY OWNER
101123	TACKBOARDS				NIC/ BY OWNER
101400	SIGNAGE - ALLOWANCE				6,500.00
102113	TOILET COMPARTMENTS				NOT INCLUDED
102226	HURRICANE SHUTTERS	1	LS	100,725.00	100,725.00
102613	CORNER GUARDS				NOT INCLUDED
102813	TOILET ACCESSORIES	1	LS	2,297.00	2,297.00
104400	FIRE PROTECTION SPECIALTIES	1	LS	3,440.00	3,440.00
				SUBTOTAL	**112,962.00**

COST CODE	DIVISION 11 - EQUIPMENT	QUANTITY	UOM	UNIT COST	EXTENDED COST
111300	EQUIPMENT				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 12 - FURNISHINGS	QUANTITY	UOM	UNIT COST	EXTENDED COST
122413	ROLLER WINDOW SHADES				NOT INCLUDED
125100	OFFICE FURNITURE				NIC/ BY OWNER
				SUBTOTAL	**NIC**

COST CODE	DIVISION 13 - SPECIAL CONSTRUCTION	QUANTITY	UOM	UNIT COST	EXTENDED COST
133419	SPECIAL CONSTRUCTION				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 14 - CONVEYING EQUIPMENT	QUANTITY	UOM	UNIT COST	EXTENDED COST
148000	CONVEYING EQUIPMENT				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 21 - FIRE SUPPRESSION	QUANTITY	UOM	UNIT COST	EXTENDED COST
210010	FIRE SPRINKLER - SUB	1	LS	74,900.00	74,900.00
				SUBTOTAL	**74,900.00**

COST CODE	DIVISION 22 - PLUMBING	QUANTITY	UOM	UNIT COST	EXTENDED COST
220009	LP GAS/ PIPING	1	LS	48,137.66	48,137.66
220010	PLUMBING	1	LS	234,770.34	234,770.34
				SUBTOTAL	**282,908.00**

COST CODE	DIVISION 23 - HVAC	QUANTITY	UOM	UNIT COST	EXTENDED COST
230010	HVAC - SUB	1	LS	286,905.60	286,905.60
230700	HVAC INSULATION				INC IN 230010
230800	COMMISSIONING OF HVAC				NOT INCLUDED
				SUBTOTAL	**286,905.60**

COST CODE	DIVISION 25 - INTEGRATED AUTOMATION	QUANTITY	UOM	UNIT COST	EXTENDED COST
250010	INTEGRATED AUTOMATION				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 26 - ELECTRICAL	QUANTITY	UOM	UNIT COST	EXTENDED COST
260010	ELECTRICAL - SUB	1	LS	941,220.00	941,220.00
260923	LIGHTING CONTROL DEVICES				INC IN 260010
				SUBTOTAL	**941,220.00**

COST CODE	DIVISION 27 - COMMUNICATIONS	QUANTITY	UOM	UNIT COST	EXTENDED COST
271000	COMMUNICATIONS - ALLOWANCE	1	LS	73,612.76	73,612.76
				SUBTOTAL	**73,612.76**

COST CODE	DIVISION 28 - ELECTRONIC SAFETY & SECURITY	QUANTITY	UOM	UNIT COST	EXTENDED COST
281300	ACCESS CONTROL				INC IN 271000
282000	ELECTRONIC SURVEILLANCE				INC IN 271000
283100	FIRE DETECTION & ALARM				INC IN 260010
				SUBTOTAL	**INC**

COST CODE	DIVISION 31 - EARTHWORK	QUANTITY	UOM	UNIT COST	EXTENDED COST
316316	EARTHWORK				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 32 - EXTERIOR IMPROVEMENTS	QUANTITY	UOM	UNIT COST	EXTENDED COST
323100	FENCES & GATES	1	LS	86,509.00	86,509.00
328423	LANDSCAPE & IRRIGATION	1	LS	87,107.40	87,107.40
				SUBTOTAL	**173,616.40**

COST CODE	DIVISION 33 - UTILITIES	QUANTITY	UOM	UNIT COST	EXTENDED COST
334000	UTILITIES				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 34 - TRANSPORTATION	QUANTITY	UOM	UNIT COST	EXTENDED COST
340010	TRANSPORTATION				NA
				SUBTOTAL	**NA**

COST CODE	DIVISION 35 - WATERWAY & MARINE CONSTRUCTION	QUANTITY	UOM	UNIT COST	EXTENDED COST
350010	WATERWAY & MARINE CONSTRUCTION				NA
				SUBTOTAL	**NA**

RECAP	EXTENDED COST
DIVISION 1 - GENERAL REQUIREMENTS	289,316.70
DIVISION 2 - EXISTING CONDITIONS	61,675.00
DIVISION 3 - CONCRETE	102,721.00
DIVISION 4 - MASONRY	INC IN 033010
DIVISION 5 - METALS	17,600.00
DIVISION 6 - WOOD, PLASTICS & COMPOSITES	6,000.00
DIVISION 7 - THERMAL & MOISTURE PROTECTION	477,951.00
DIVISION 8 - OPENINGS	101,986.00
DIVISION 9 - FINISHES	357,438.90
DIVISION 10 - SPECIALTIES	112,962.00
DIVISION 11 - EQUIPMENT	NA
DIVISION 12 - FURNISHINGS	NIC
DIVISION 13 - SPECIAL CONSTRUCTION	NA
DIVISION 14 - CONVEYING EQUIPMENT	NA
DIVISION 21 - FIRE SUPPRESSION	74,900.00
DIVISION 22 - PLUMBING	282,908.00
DIVISION 23 - HVAC	286,905.60
DIVISION 25 - INTEGRATED AUTOMATION	NA
DIVISION 26 - ELECTRICAL	941,220.00
DIVISION 27 - COMMUNICATIONS	73,612.76
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	INC
DIVISION 31 - EARTHWORK	NA
DIVISION 32 - EXTERIOR IMPROVEMENTS	173,616.40
DIVISION 33 - UTILITIES	NA
DIVISION 34 - TRANSPORTATION	NA
DIVISION 35 - WATERWAY & MARINE CONSTRUCTION	NA
DIRECT COST SUBTOTAL	**3,360,813.36**

	INSURANCES AND BONDS		
010300	LIABILITY AND UMBRELLA		58,061.11
010290	BUILDER'S RISK INSURANCE		NOT INCLUDED/ BY OWNER
010320	PAYMENT AND PERFORMANCE BOND		35,023.00
		INSURANCES AND BONDS SUBTOTAL	**93,084.11**
	BUIILDING AND IMPACT FEES		
010330	BUIILDING AND IMPACT FEES - ALLOWANCE		75,618.30
		INDIRECT COSTS SUBTOTAL	**75,618.30**
	CONTINGENCY		
980010	CM CONTINGENCY	5.00%	168,040.67
		CONTINGENCY SUBTOTAL	**168,040.67**
	CM FEE		
990020	CM FEE	6.00%	221,853.39
		CM FEES SUBTOTAL	**221,853.39**
		ESTIMATE TOTAL	$ 3,919,409.82

3.

Qualifications, Clarifications, Assumptions & Exclusions



TANDEM CONSTRUCTION

City of Bradenton

PSOC Building

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QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

CONTRACT PROVISIONS

- This Estimate and Review has been prepared based on plans prepared by Zoller Autrey Architects dated as per Plan Enumeration attached hereto.
- These Qualifications, Clarifications, Assumptions and Exclusions supplement the GMP Estimate and Documents and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope of Work.

SCOPE OF ESTIMATE INCLUSIONS

- The Contractor's general conditions and requirements for the construction duration and associated closeout.
- Estimate includes the following scopes of work:

  Demolition; Concrete; Masonry; Metals; Insulation; Roofing; Hollow Metal Doors and Frames; Glazing; Metal Framing and Drywall; Flooring; Acoustical Ceilings; Painting; Specialties; Hurricane Shutters; Fire Suppression; Plumbing; HVAC; Electrical; Fire Alarm and Fencing.

DIVISION 01 - GENERAL REQUIREMENTS

- An allowance of $75,618.30 is included for Building and Impact Fees.
- Meters and meter fees are not included.
- Payment and Performance Bond is included.
- Builder's Risk Insurance coverage is not included. The Builder's Risk Insurance Policy shall be provided by the Owner. The policy shall list Tandem Construction as additional insured and the Owner shall provide for a waiver of subrogation with Tandem Construction.
- Should a Builder's Risk claim occur, any deductibles or uncovered costs will be paid for by the Owner.
- Tandem Construction requests a copy of the Owner provided Builder's Risk policy for verification of coverage limits. Tandem Construction reserves the right to purchase a supplementary "Gap" policy if necessary. The cost for this Gap policy shall be funded from Project Contingency or via Change Order to Construction Manager's Contract.
- Should a Builder's Rick Claim occur on the Gap policy, any deductibles or uncovered costs will be treated as a change in scope to be funded vis Chance Order to the Construction Manager's Contract.
- "Loss of Use" coverage is not included in the gap policy. If a Builder's Risk claim occurs. Tandem excludes costs associated with "Loss of Use".
- Temporary power and water sources and usage charges shall be by Owner from existing services.

DIVISION 02 - EXISTING CONDITIONS

- Asbestos materials survey is not included and was conducted. Based on the report provide by UES dated July 5, 2023 asbestos fibers in excess of one percent were not detected.
- Asbestos abatement is not included.
- Removal of existing flooring is included assuming (1) one layer.
- Site Survey is included for Fence, Antenna Mast, Dumpster and Propane Tank.
- An allowance of $7,500.00 is included for material testing.

DIVISION 03 - CONCRETE

- An allowance of $1,100.00 is included for Concrete GPR.

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QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

- An allowance is of $3,500.00 is included for grouting cells per note 10 on S3.0.
- Foundations for Antenna Maste is not included.

DIVISION 04 - MASONRY

- No Comment.

DIVISION 05 - METALS

- No Comment.

DIVISION 06 - WOOD, PLASTICS & COMPOSITES

- Millwork or Casework is not Included.

DIVISION 07 - THERMAL & MOISTURE PROTECTION

- An allowance of $65,984.00 is included for existing floor remediation.
- Spray foam insulation is included.
- Standing seam metal roof is included as per below:

  (1) layer of 3/4" Iso board mechanically fastened to the pre-existing metal deck

  (1) layer fully adhered self-sealing (metal underlayment) over insulation

  Berridge Mech-Seam 16" wide metal panel with a 2" high standing seam from 24ga steel in standard color Kynar finish

  All sheet metal and trim associated with the metal roof is shop fabricated from 24ga steel in standard color Kynar finish to match

  Reuse of existing gutters and downspouts if possible

  Warranties include : (20) Year Material Finish, (20) Year Weathertightness, and (2) year contractors warranty at completion of project

  Existing building trusses to be assessed by a Professional Engineering Firm to validate the new wind pressure. Any costs associated with metal truss alterations is not included at this time in the GMP Estimate.
- Firestopping/ Fireproofing is included.

DIVISION 08 - OPENINGS

- HM frames by Curries.
- Finish hardware per hardware schedule.
- Permanent keying provided by owner.
- Translucent film over existing glazing to be 3M Crystal Glass Finishes pressure sensitive acrylic (dusted or frosted).

DIVISION 09: FINISHES

- All finish materials per GMP RFI #PC-01.
- Interior gypsum walls are included with level 3 finish with light orange peel.

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QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

- An allowance of $5,000.00 is included for drywall patching.
- Stucco is included at new columns, dumpster and new low walls on south and west elevation.
- Stucco repair at removed hurricane shutters is included.

DIVISION 10 - SPECIALTIES

- Visual display surfaces, markerboards & tackboards are not included.
- Signage is not included and by Owner.
- Toilet Compartments are not included.
- Hurricane shutters are included.
- Corner guards are not included.

DIVISION 11 - EQUIPMENT

- No work associated with this division.

DIVISION 12 - FURNISHINGS

- Roller window shades are not included.
- Furniture is by owner.

DIVISION 13 - SPECIAL CONSTRUCTION

- No work associated with this division.

DIVISION 14 - CONVEYING SYSTEMS

- No work associated with this division.

DIVISION 21 - FIRE SUPPRESSION

- Modifications to existing sprinkler system and new IG-55/ Prolnert2 system is included.

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DIVISION 22 - PLUMBING

- Sanitary waste and vent to be sch 40 solid core PVC tied to existing
- All interior water piping to be CTS CPVC. Exterior water piping to be Sch 40.
- All water piping stub-out's to be copper
- All new hot water and recirc piping to be insulated with 1" wall self seal armaflex insulation
- Underground gas piping to be PE with tracer wire and direct burial tape
- Underground gas pipe to the generator to be inside sch 40 PVC sleeve
- Overhead gas piping to be galvanized with malleable and press fittings

DIVISION 23 - HVAC

- Commissioning is not included.

DIVISION 26 - ELECTRICAL

- No comment.

DIVISION 27 - STRUCTURED CABLING

- An allowance of $73,612.76 is included for structured cabling, security and AV.
- Communication Tower is not included.
- BDA Radio System is not included.

DIVISION 28 - ELECTRONIC SAFETY & CONTROL

- Included in division 27.

DIVISION 31 - EARTHWORK

- No work associated with this division.

DIVISION 32 - EXTERIOR IMPROVEMENTS

- No Comment.

DIVISION 33 - UTILITIES

- No work associated with this division.

END OF QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

4.
Allowances



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ALLOWANCES INCLUDED IN ESTIMATE

The Legend below indicates the designation included in each stated Divisional Allowance:

CODE	DESIGNATION
M	Material (including applicable taxes)
L	Labor (including insurance)
E	Equipment
H	Handling and Delivery Charges
S	Sales Tax

DIV	DESCRIPTION	CODE		AMOUNT
01	Building and Impact Fees	**MLEHS**	$	75,618.30
02	Material Testing	**MLEHS**	$	7,500.00
03	Concrete GPR	**MLEHS**	$	1,100.00
03	Grouting Cells	**MLEHS**	$	3,500.00
07	Floor Remediation	**MLEHS**	$	65,984.00
07	Joint Sealants	**MLEHS**	$	4,500.00
09	Drywall Patching	**MLEHS**	$	5,000.00
27	Structured Cabling/ Security/ AV	**MLEHS**	$	73,612.76

END OF ALLOWANCES

5.
Alternates



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ALTERNATES

The following Alternates are presented for the purpose of permitting the Owner an opportunity to select changes in the Scope of Work and Specifications in an effort to modify the 100% CDs for the construction of the City of Bradenton PSOC Building Project. While the values of each item are accurate, the Contractor reserves the right to review the Final Estimate based upon the accepted Alternates; approvals by Owner, AHJ and Architect; and final construction documents. The Contractor will coordinate with the Architect, Engineer and Owner to create a final Addendum to reflect these changes.

ALTERNATES:	ADD/DEDUCT	AMOUNT	DATE ACCEPTED	DATE DECLINED	APPROVING INITIALS	PENDING
Alternate #1.01						
Replace all existing vanities, toilet compartments, toilet accessories and plumbing fixtures with new.	ADD	$ 55,838				

6.
Plans Enumeration



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PLANS ENUMERATION

Sheet Number & Title	Issuance Date
ARCHITECTURAL	
A-0 COVER SHEET (Not Listed on Index)	5/26/23
A-10 ARCHITECTURAL SITE PLAN	10/9/23
A-11 FENCE AND GATE DETAIL	5/26/23
A-12 DUMPSTER ENCLOSURE	5/26/23
A-20 DEMO PLAN	5/26/23
A-40 LIFE SAFETY PLAN	10/9/23
A-41 FLOOR DIMENSION PLAN	10/9/23
A-43 FURNITURE PLAN	10/9/23
A-44 REFLECTED CEILING PLAN	10/9/23
A-45 ROOF PLAN	5/26/23
A-51 EXTERIOR ELEVATIONS	5/26/23
A-71 FINISH & DOOR SCHEDULE	5/26/23
A-80 OPS & IT	5/26/23
A-81 RESTROOM PLANS & DETAILS	10/9/23
A-82 ADA MOUNTING HEIGHTS & DTLS	5/26/23
STRUCTURAL	
S-1.0 STRUCTURAL NOTES	5/26/23
S-2.0 STRUCTURAL TYPICAL DETAILS	5/26/23
S-3.0 FOUNDATION AND FLOOR FRAMING PLAN	5/26/23
S-4.0 ROOF FRAMING PLAN	5/26/23
S-5.0 STRUCTURAL SECTIONS	5/26/23
MECHANICAL	
M-1 MECHANICA DEMOLITION PLAN	5/26/23
M-2 MECHANICAL PLAN	10/9/23
M-3 MECHANICAL NOTES AND DETAILS	5/26/23
M-4 MECHANICAL NOTES AND DETAILS	5/26/23
M-5 MECHANICAL COMMISSIONING SPECIFICATIONS	5/26/23
M-6 MECHANICAL NOTES AND SCHEDULES	10/9/23
M-7 MECHANICAL VENTILATIONS SCHEDULES	10/9/23
M-8 MECHANICAL VENTILATIONS SCHEDULES	10/9/23
M-9 MECHANICAL VENTILATIONS SCHEDULES	10/9/23
PLUMBING	
P-1 SANITARY WASTE AND VENT PLAN	5/26/23
P-2 DOMESTIC WATER PLAN	5/26/23
P-3 SANITARY WASTE ANDVENT ISOMETRIC RISER DIAGRAM	5/26/23
P-4 DOMESTIC WATER ISOMETRIC RISER DIAGRAM	5/26/23

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Sheet Number & Title	Issuance Date
P-5 PLUMBING SCHEDULES	5/26/23
P-6 PLUMBING SCHEDULES	5/26/23
P-7 PLUMBING DETAILS	5/26/23
P-8 PLUMBING SPECIFICATIONS	5/26/23
FIRE PROTECTION	
FP-1 FIRE PROTECTION PLAN	10/9/23
FP-2 FIRE PROTECTION NOTES	5/26/23
FP-3 FIRE PROTECTION NOTES AND DETAILS	5/26/23
ELECTRICAL	
ES-1 ELECTRICAL SITE PLAN	10/9/23
E-1 ELECTRICAL LIGHTING PLAN	10/9/23
E-2 ELECTRICAL POWER PLAN	10/9/23
E-3 ENLARGED ELECTRICAL POWER PLANS	5/26/23
E-4 ELECTRICAL NOTES & LEGENDS	5/26/23
E-5 ELECTRICAL DETAILS & SCHEDULES	5/26/23
E-6 ELECTRICAL RISER & SCHEDULES	5/26/23
E-7 ELECTRICAL PANELBOARD	10/9/23
E-8 FIRE ALARM DETAILS	5/26/23
E-9 FIRE ALARM NOTES, LEGEND, & RISER	10/9/23
LANDSCAPING & IRRIGATION	
LS.1 LANDSCAPE PLAN	6/1/23
LS.2 LANDSCAPE DETAILS	6/1/23
IR.1 IRRIGATION PLAN	3/30/23
IR.2 IRRIGATION DETAILS	3/30/23

END OF PLANS ENUMERATION

7.
Project Schedule

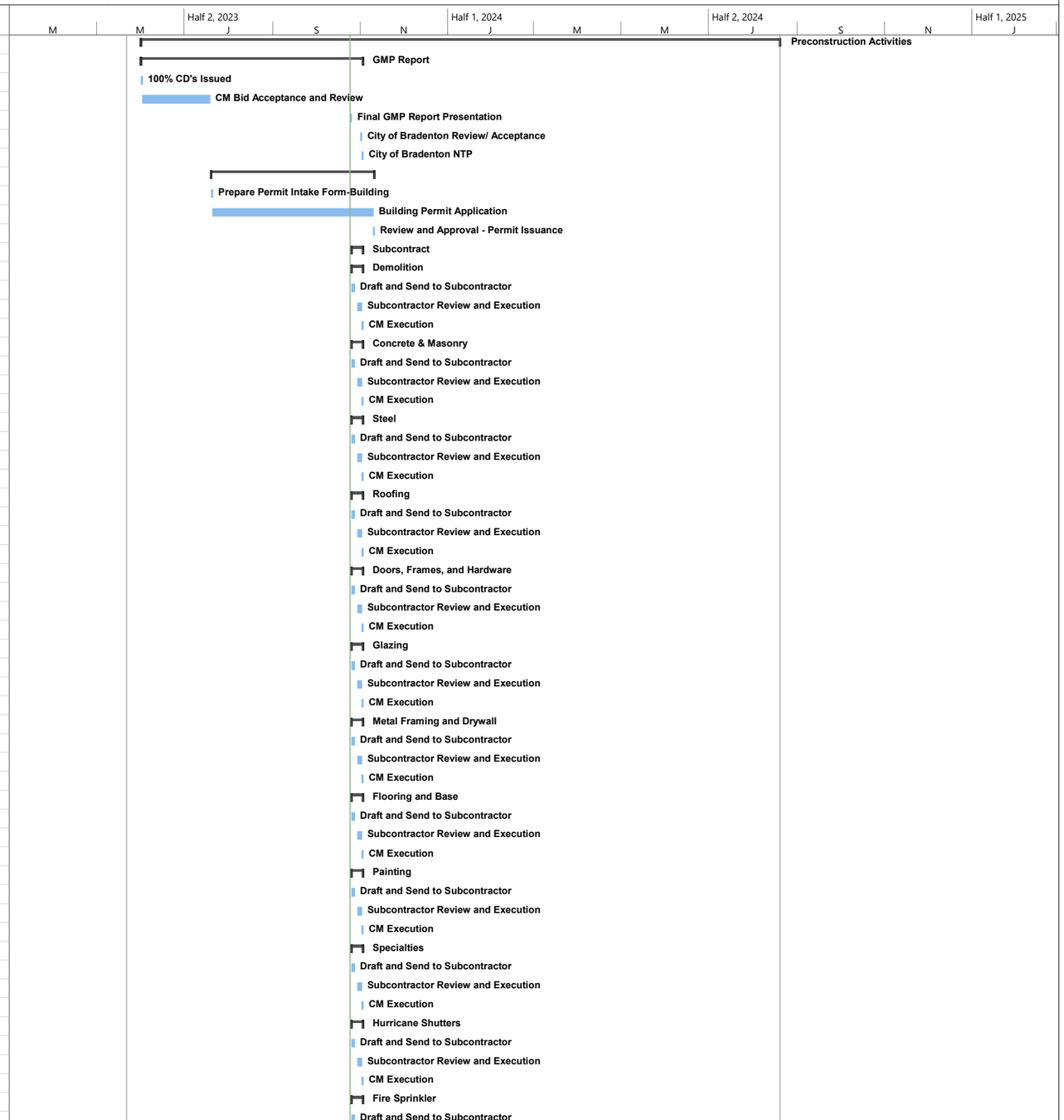


TANDEM CONSTRUCTION

City of Bradenton
PSOC Building

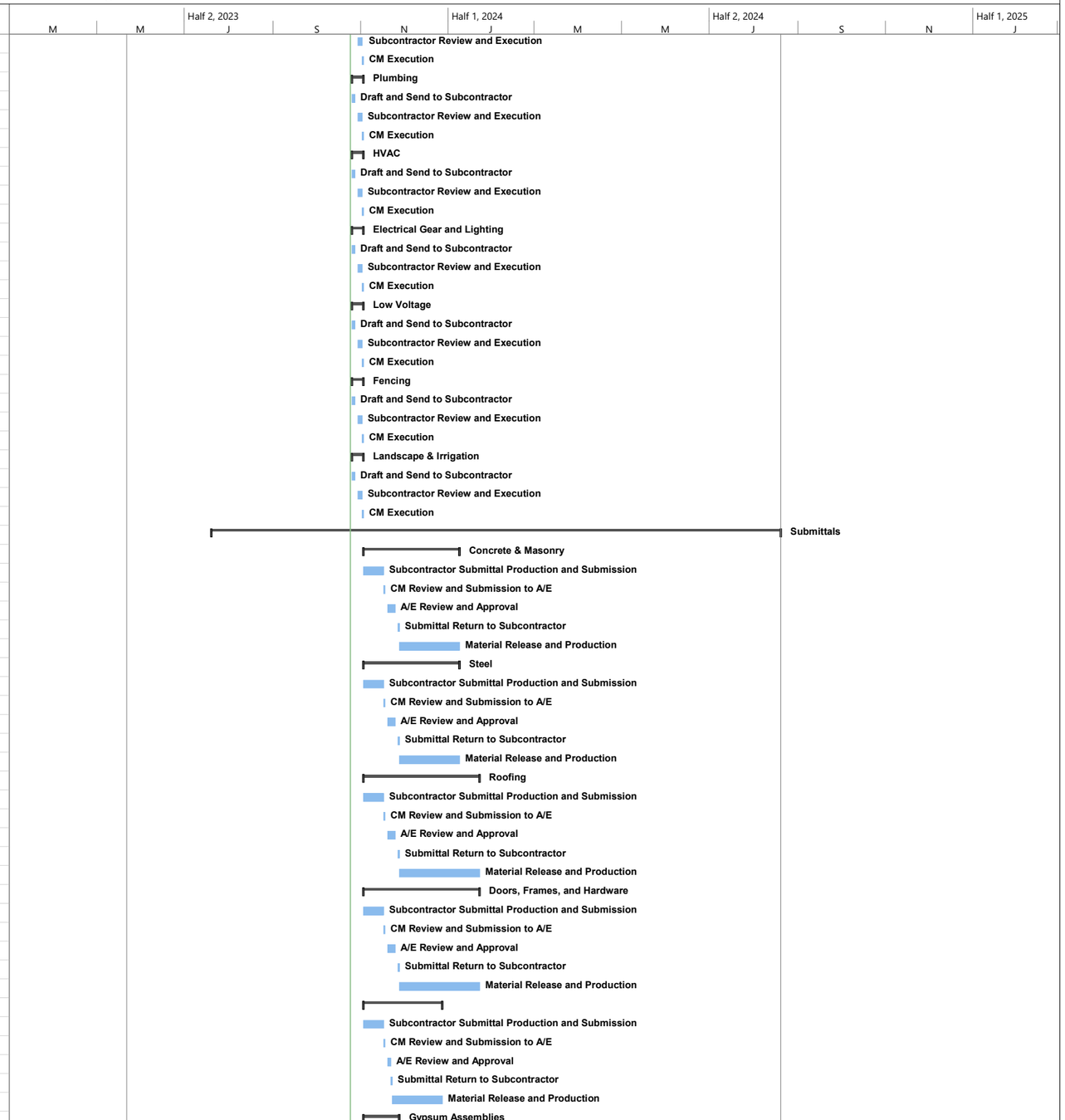
Preconstruction Schedule
Wed 10/25/23

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Preconstruction Activities**	**318 days**	**Thu 6/1/23**	**Mon 8/19/24**		
2	**GMP Report**	**111 days**	**Thu 6/1/23**	**Thu 11/2/23**		
3	100% CD's Issued	1 day	Thu 6/1/23	Thu 6/1/23		
4	CM Bid Acceptance and Review	33 days	Fri 6/2/23	Tue 7/18/23	3	
5	Final GMP Report Presentation	1 day	Wed 10/25/23	Wed 10/25/23		
6	City of Bradenton Review/ Acceptance	1 day	Wed 11/1/23	Wed 11/1/23	5	
7	City of Bradenton NTP	1 day	Thu 11/2/23	Thu 11/2/23	6	
8	**Permitting**	**82 days**	**Thu 7/20/23**	**Fri 11/10/23**		
9	Prepare Permit Intake Form-Building	1 day	Thu 7/20/23	Thu 7/20/23		
10	Building Permit Application	80 days	Fri 7/21/23	Thu 11/9/23	9	
11	Review and Approval - Permit Issuance	1 day	Fri 11/10/23	Fri 11/10/23	10	
12	**Subcontract**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
13	**Demolition**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
14	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
15	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	14	
16	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	15	
17	**Concrete & Masonry**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
18	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
19	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	18	
20	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	19	
21	**Steel**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
22	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
23	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	22	
24	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	23	
25	**Roofing**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
26	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
27	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	26	
28	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	27	
29	**Doors, Frames, and Hardware**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
30	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
31	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	30	
32	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	31	
33	**Glazing**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
34	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
35	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	34	
36	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	35	
37	**Metal Framing and Drywall**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
38	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
39	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	38	
40	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	39	
41	**Flooring and Base**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
42	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
43	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	42	
44	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	43	
45	**Painting**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
46	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
47	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	46	
48	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	47	
49	**Specialties**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
50	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
51	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	50	
52	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	51	
53	**Hurricane Shutters**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
54	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
55	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	54	
56	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	55	
57	**Fire Sprinkler**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
58	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	

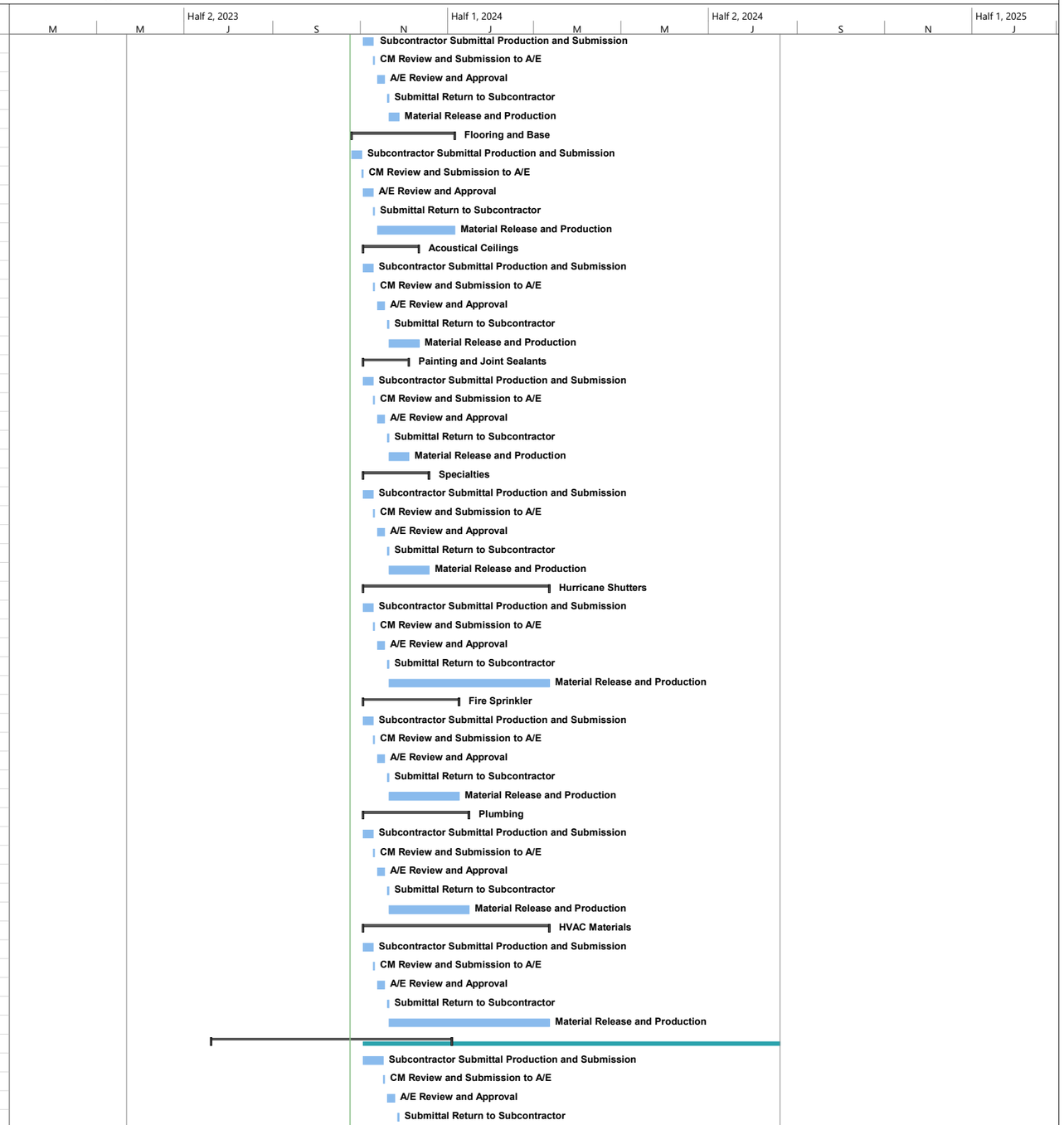


TANDEM CONSTRUCTION

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
59	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	58	
60	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	59	
61	**Plumbing**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
62	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
63	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	62	
64	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	63	
65	**HVAC**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
66	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
67	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	66	
68	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	67	
69	**Electrical Gear and Lighting**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
70	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
71	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	70	
72	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	71	
73	**Low Voltage**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
74	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
75	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	74	
76	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	75	
77	**Fencing**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
78	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
79	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	78	
80	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	79	
81	**Landscape & Irrigation**	**6 days**	**Thu 10/26/23**	**Thu 11/2/23**		
82	Draft and Send to Subcontractor	2 days	Thu 10/26/23	Fri 10/27/23	5	
83	Subcontractor Review and Execution	3 days	Mon 10/30/23	Wed 11/1/23	82	
84	CM Execution	1 day	Thu 11/2/23	Thu 11/2/23	83	
85	**Submittals**	**283 days**	**Thu 7/20/23**	**Mon 8/19/24**		
86	**Concrete & Masonry**	**47 days**	**Fri 11/3/23**	**Mon 1/8/24**		
87	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
88	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	87	
89	A/E Review and Approval	5 days	Mon 11/20/23	Fri 11/24/23	88	
90	Submittal Return to Subcontractor	1 day	Mon 11/27/23	Mon 11/27/23	89	
91	Material Release and Production	30 days	Tue 11/28/23	Mon 1/8/24	90	
92	**Steel**	**47 days**	**Fri 11/3/23**	**Mon 1/8/24**		
93	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
94	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	93	
95	A/E Review and Approval	5 days	Mon 11/20/23	Fri 11/24/23	94	
96	Submittal Return to Subcontractor	1 day	Mon 11/27/23	Mon 11/27/23	95	
97	Material Release and Production	30 days	Tue 11/28/23	Mon 1/8/24	96	
98	**Roofing**	**57 days**	**Fri 11/3/23**	**Mon 1/22/24**		
99	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
100	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	99	
101	A/E Review and Approval	5 days	Mon 11/20/23	Fri 11/24/23	100	
102	Submittal Return to Subcontractor	1 day	Mon 11/27/23	Mon 11/27/23	101	
103	Material Release and Production	40 days	Tue 11/28/23	Mon 1/22/24	102	
104	**Doors, Frames, and Hardware**	**57 days**	**Fri 11/3/23**	**Mon 1/22/24**		
105	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
106	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	105	
107	A/E Review and Approval	5 days	Mon 11/20/23	Fri 11/24/23	106	
108	Submittal Return to Subcontractor	1 day	Mon 11/27/23	Mon 11/27/23	107	
109	Material Release and Production	40 days	Tue 11/28/23	Mon 1/22/24	108	
110	**Glazing**	**39 days**	**Fri 11/3/23**	**Wed 12/27/23**		
111	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
112	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	111	
113	A/E Review and Approval	2 days	Mon 11/20/23	Tue 11/21/23	112	
114	Submittal Return to Subcontractor	1 day	Wed 11/22/23	Wed 11/22/23	113	
115	Material Release and Production	25 days	Thu 11/23/23	Wed 12/27/23	114	
116	**Gypsum Assemblies**	**17 days**	**Fri 11/3/23**	**Mon 11/27/23**		



ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
117	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
118	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	117	
119	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	118	
120	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	119	
121	Material Release and Production	5 days	Tue 11/21/23	Mon 11/27/23	120	
122	**Flooring and Base**	**52 days**	**Thu 10/26/23**	**Fri 1/5/24**		
123	Subcontractor Submittal Production and Submission	5 days	Thu 10/26/23	Wed 11/1/23	5	
124	CM Review and Submission to A/E	1 day	Thu 11/2/23	Thu 11/2/23	123	
125	A/E Review and Approval	5 days	Fri 11/3/23	Thu 11/9/23	124	
126	Submittal Return to Subcontractor	1 day	Fri 11/10/23	Fri 11/10/23	125	
127	Material Release and Production	40 days	Mon 11/13/23	Fri 1/5/24	126	
128	**Acoustical Ceilings**	**27 days**	**Fri 11/3/23**	**Mon 12/11/23**		
129	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
130	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	129	
131	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	130	
132	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	131	
133	Material Release and Production	15 days	Tue 11/21/23	Mon 12/11/23	132	
134	**Painting and Joint Sealants**	**22 days**	**Fri 11/3/23**	**Mon 12/4/23**		
135	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
136	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	135	
137	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	136	
138	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	137	
139	Material Release and Production	10 days	Tue 11/21/23	Mon 12/4/23	138	
140	**Specialties**	**32 days**	**Fri 11/3/23**	**Mon 12/18/23**		
141	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
142	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	141	
143	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	142	
144	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	143	
145	Material Release and Production	20 days	Tue 11/21/23	Mon 12/18/23	144	
146	**Hurricane Shutters**	**92 days**	**Fri 11/3/23**	**Mon 3/11/24**		
147	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
148	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	147	
149	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	148	
150	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	149	
151	Material Release and Production	80 days	Tue 11/21/23	Mon 3/11/24	150	
152	**Fire Sprinkler**	**47 days**	**Fri 11/3/23**	**Mon 1/8/24**		
153	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
154	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	153	
155	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	154	
156	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	155	
157	Material Release and Production	35 days	Tue 11/21/23	Mon 1/8/24	156	
158	**Plumbing**	**52 days**	**Fri 11/3/23**	**Mon 1/15/24**		
159	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
160	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	159	
161	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	160	
162	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	161	
163	Material Release and Production	40 days	Tue 11/21/23	Mon 1/15/24	162	
164	**HVAC Materials**	**92 days**	**Fri 11/3/23**	**Mon 3/11/24**		
165	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
166	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	165	
167	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	166	
168	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	167	
169	Material Release and Production	80 days	Tue 11/21/23	Mon 3/11/24	168	
170	**Electrical Gear and Lighting**	**120 days**	**Thu 7/20/23**	**Wed 1/3/24**		
171	Subcontractor Submittal Production and Submission	10 days	Fri 11/3/23	Thu 11/16/23	7	
172	CM Review and Submission to A/E	1 day	Fri 11/17/23	Fri 11/17/23	171	
173	A/E Review and Approval	5 days	Mon 11/20/23	Fri 11/24/23	172	
174	Submittal Return to Subcontractor	1 day	Mon 11/27/23	Mon 11/27/23	173	



TANDEM CONSTRUCTION

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
175	Material Release and Production	190 days	Tue 11/28/23	Mon 8/19/24	174	
176	**Low Voltage**	**42 days**	**Fri 11/3/23**	**Mon 1/1/24**		
177	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
178	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	177	
179	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	178	
180	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	179	
181	Material Release and Production	30 days	Tue 11/21/23	Mon 1/1/24	180	
182	**Fencing**	**132 days**	**Fri 11/3/23**	**Mon 5/6/24**		
183	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
184	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	183	
185	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	184	
186	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	185	
187	Material Release and Production	120 days	Tue 11/21/23	Mon 5/6/24	186	
188	**Landscaping & Irrigation**	**52 days**	**Fri 11/3/23**	**Mon 1/15/24**		
189	Subcontractor Submittal Production and Submission	5 days	Fri 11/3/23	Thu 11/9/23	7	
190	CM Review and Submission to A/E	1 day	Fri 11/10/23	Fri 11/10/23	189	
191	A/E Review and Approval	5 days	Mon 11/13/23	Fri 11/17/23	190	
192	Submittal Return to Subcontractor	1 day	Mon 11/20/23	Mon 11/20/23	191	
193	Material Release and Production	40 days	Tue 11/21/23	Mon 1/15/24	192	
194	**Construction Activities**	**152 days**	**Mon 12/4/23**	**Tue 7/2/24**		
195	DEP Notification Letter	1 day	Mon 12/4/23	Mon 12/4/23	199SS-10 days	
196	**CM Mobilization**	**1 day**	**Mon 12/4/23**	**Mon 12/4/23**		
197	Signage	1 day	Mon 12/4/23	Mon 12/4/23	7	
198	**Selective Demolition**	**22 days**	**Mon 12/4/23**	**Tue 1/2/24**		
199	MEPF Safe-Off	2 days	Mon 12/4/23	Tue 12/5/23	7	
200	Demolition	20 days	Wed 12/6/23	Tue 1/2/24	199	
201	**New Construction**	**145 days**	**Wed 12/13/23**	**Tue 7/2/24**		
202	Concrete & Masonry	25 days	Wed 12/13/23	Tue 1/16/24		
203	Steel	10 days	Wed 1/17/24	Tue 1/30/24	202	
204	Stucco	15 days	Wed 1/17/24	Tue 2/6/24	202	
205	Exterior Painting	10 days	Wed 2/7/24	Tue 2/20/24	204	
206	Roofing	25 days	Wed 2/21/24	Tue 3/26/24	205	
207	Interior Metal Framing	10 days	Wed 1/3/24	Tue 1/16/24	200	
208	MEPF Ceiling Rough-In/ Exterior Underground	15 days	Fri 1/5/24	Thu 1/25/24	207SS+2 days	
209	MEPF Wall Rough-In	15 days	Wed 1/17/24	Tue 2/6/24	207	
210	Hang and Finish Drywall	15 days	Wed 2/7/24	Tue 2/27/24	209	
211	Interior Door Frames	5 days	Wed 2/28/24	Tue 3/5/24	210	
212	Interior Doors	5 days	Wed 2/28/24	Tue 3/5/24	210	
213	VIF Glazing	1 day	Wed 3/6/24	Wed 3/6/24	212	
214	1st Coat Paint	5 days	Wed 3/6/24	Tue 3/12/24	211	
215	ACT Ceiling Grid	10 days	Fri 3/8/24	Thu 3/21/24	214FS-3 days	
216	MEPF Ceiling Trim-Out	10 days	Fri 3/22/24	Thu 4/4/24	215	
217	Glazing Install	3 days	Mon 4/8/24	Wed 4/10/24	216FS+1 day	
218	2nd Coat Paint	6 days	Fri 4/5/24	Fri 4/12/24	216	
219	ACT Ceiling Tiles	2 days	Fri 4/5/24	Mon 4/8/24	216	
220	Soft Flooring and Base	7 days	Tue 4/9/24	Wed 4/17/24	219	
221	MEPF Wall Trim-Out/ Exterior	15 days	Thu 4/18/24	Wed 5/8/24	220,218	
222	Specialties	2 days	Thu 4/18/24	Fri 4/19/24	219,220,145,151,157	
223	Touch-Up Painting	3 days	Thu 5/9/24	Mon 5/13/24	222,221	
224	Fencing	15 days	Fri 4/5/24	Thu 4/25/24	216	
225	Landscaping & Irrigation	15 days	Fri 4/26/24	Thu 5/16/24	224	
226	Punch-Out	14 days	Tue 5/14/24	Fri 5/31/24	223	
227	SUBSTANTIAL COMPLETION	0 days	Fri 5/31/24	Fri 5/31/24	226	
228	Project Closeout/ O&M	22 days	Mon 6/3/24	Tue 7/2/24	227	
229	FINAL COMPLETION	0 days	Tue 7/2/24	Tue 7/2/24	228	

