AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, March 25, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

NOTE: The meeting will recess from 11:15 a.m. until 1:30 p.m.

1. INVOCATION & PLEDGE

Father Mike Brady with Christ Episcopal Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Autism Awareness Month
Autism Awareness Month Proclamation
b) Legislative: Sexual Assault Awareness Day
Sexual Assault Awareness Day 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: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy
Resolution 26-13 - Personally Identifiable Information Policy
b) City Administration: Rank and File Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546
Rank and File Bargaining Unit Agreement
c) City Administration: Supervisory Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546
Supervisory Bargaining Unit Agreement

d) Information Technology: Authorization to Purchase a Server Cluster from DGR Systems for the Bradenton Police Department

e) Legislative: Resolution 26-31 - Architectural Review Board Reappointment
Resolution 26-31

f) Public Works & Utilities: Authorization to Purchase of Seven (7) Samsara Cameras for the Solid Waste Fleet

g) Public Works & Utilities: Change Order 7 for NW Ward 5 Water Main Improvements
Change Order 7

h) Public Works & Utilities: Metropolitan Planning Organization (MPO) Project Prioritization List
MPO Project Prioritization List

i) Public Works & Utilities: Work Assignment for Pipe Lining Services at Village Green
Work Assignment for lining services at Village Green
GML Coatings Proposal

j) Purchasing: Agreements for Continuing Construction Manager at Risk (CMAR) Services with Halfacre Construction Company, Quality Enterprises USA, Inc., TLC Diversified, Inc., Westa Construction Corp., and Woodruff and Sons, Inc.
Agreement for Continuing Construction Manager at Risk Services with Halfacre Construction Company
Agreement for Continuing Construction Manager at Risk Services with Quality Enterprises USA, Inc.
Agreement for Continuing Construction Manager at Risk Services with TLC Diversified, Inc.
Agreement for Continuing Construction Manager at Risk Services with Westra Construction Corp.
Agreement for Continuing Construction Manager at Risk Services with Woodruff and Sons, Inc.

k) Purchasing: Agreement PB-26-026MK with Odyssey Manufacturing
Agreement PB-26-026MK with Odyssey Manufacturing

l) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company
Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company

m) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company
Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company

n) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction
Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction

o) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction

Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction

p) Purchasing: Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.
Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.

q) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Willis A. Smith Construction, Inc.
Amendment No 1 to Contract No. 22-038TWS

r) Purchasing: Construction Contract for Kingston Estates Water Main Improvements with Cacique Utilities, LLC
Construction Contract for Kingston Estates Water Main Improvements with Cacique Utilities, LLC

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: ORDINANCE NO. 4069 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4069
Staff Report

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

a) City Administration: Contract for Purchase and Sale for 1108 2nd Street West
Contract for Purchase and Sale

b) City Administration: Approval for City Administration to Solicit a Tax-Exempt Revolving Line of Credit for Utility Bridge Financing Purposes

c) City Administration: RESOLUTION 26-30
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING THE FIVE-YEAR WASTEWATER UTILITY FISCAL INITIATIVE PLAN IN THE TOTAL AMOUNT OF $159,600,000 FOR FISCAL YEARS 2026-2027 THROUGH 2029-2030; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.
Resolution 26-30

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

a) Information Technology: Enterprise Asset Management (EAM) System Update

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

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

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

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

AT COUNCIL MEETING:

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

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

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

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council.

Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Autism Awareness Month

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Autism Awareness Month Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Autism Awareness Month
April 2026

Whereas, autism spectrum disorder is a complex developmental condition affecting millions of individuals worldwide, characterized by challenges in communication, social interaction, and behavior; and

Whereas, individuals with autism contribute significantly to their communities, demonstrating unique talents, perspectives, and achievements; and

Whereas, increasing awareness and understanding of autism is essential for fostering acceptance, inclusion, and support for individuals and families affected by autism; and

Whereas, the month of April is dedicated to promoting autism awareness and encouraging action to address the needs and rights of individuals with autism; and

Whereas, organizations, advocates, and communities work tirelessly to provide resources, education, and support for individuals and families affected by autism.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***April 2026*** as ***Autism Awareness Month,*** and encourage all citizens to join in spreading awareness, showing support, and fostering a society that embraces diversity and inclusion.

Gene Brown
Mayor
March 25, 2026

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Sexual Assault Awareness Day

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Sexual Assault Awareness Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Sexual Assault Awareness Day
April 8, 2026

Whereas, the theme of this year's ***No Voice Unheard*** event is "**See My Strength"** to bring to light support and hope available to survivors; and

Whereas, in the first 6 months of 2025, reports of AI-related child sexual exploitation to the National Center for Missing and Exploited Children (NCMEC) soared to over 485,000, up from 6,835 in the same period in 2024. Some projections for 2025 estimated around 240,000 cases of child sexual abuse, with 93 percent of victims knowing their abuser; 433,648 Americans 12 and older are sexually assaulted or raped; and 18,900 military members experienced unwanted sexual contact; and

Whereas, sexual violence is not just a problem of "stranger danger." While strangers commit 19.5 percent sexual assaults, 39 percent are committed by an acquaintance; 33 percent are committed by a current or former spouse, boyfriend or girlfriend; 6 percent are committed by more than one person, or the victim cannot remember; and 2.5 percent are committed by a non-spouse relative; and

Whereas, sexual assault is the most under-reported crime with only 310 out of every 1,000 sexual assaults reported to the police. It is critical that all victims know they have services available to them; and

Whereas, Centerstone is one of Florida's 29 certified rape crisis centers providing services which include criminal justice advocacy, forensic medical exam accompaniment, information and referrals, crisis intervention, therapy, support groups, 24/7 crisis helpline, victim compensation and relocation application assistance; and

Whereas, Centerstone remains committed to their goal of a community free from sexual violence through ongoing prevention education and awareness for all citizens.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 8, 2026, as **Sexual Assault Awareness Day** in Bradenton.

Gene Brown
Mayor
March 25, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Florida Information Protection Act ("FIPA") requires that business and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General.

As the City collects, creates, maintains, uses, and transmits personally identifiable information ("PII") in the operation of normal business activities, the Council wishes to memorialize a policy that sets forth the requirements for the proper handling and security of such to safeguard against inappropriate access to PII and to ensure the confidentiality and integrity of sensitive confidential information.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Resolution 26-13.

ATTACHMENTS:
Resolution 26-13 - Personally Identifiable Information Policy

CITY OF BRADENTON
RESOLUTION NUMBER 26-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Information Protection Act ("FIPA") requires that business and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General; and

WHEREAS, the City, in the operation of normal business activities collects, creates, maintains, uses, and transmits personally identifiable information ("PII") associated with the City including, but not limited to, its constituents, employees, customers, Council members, vendors, consultants, and contractors; and

WHEREAS, the City is committed to safeguarding against the inappropriate access of personally identifiable information and the proper use of the same in compliance with all applicable laws, regulations, and City policies to ensure maintenance of trust and integrity; and

WHEREAS, the City Council wishes to memorialize a policy that sets forth the requirements for the proper handling and security of Personally Identifiable Information ("PII") handled by the City to ensure the confidentiality and integrity of sensitive confidential information.

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

1. The City hereby adopts the City of Bradenton Personally Identifiable Information ("PII") Policy;
2. Said Policy is 6 pages and is attached to and made a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE BRADENTON CITY COUNCIL BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25th DAY OF MARCH, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY

Approved by City Council – Resolution 26-13 dated March 25, 2026.

PURPOSE: The Florida Information Protection Act ("FIPA") requires that businesses and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General. The purpose of this policy is to set forth the City of Bradenton's requirements for the proper handling and security of Personally Identifiable Information (PII) handled by the City to ensure the confidentiality and integrity of sensitive confidential information.

SCOPE: This Policy applies to all employees, contractors, and third parties who handle PII collected from customers, employees, and other individuals.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the City's handling and management of personally identifiable information.

DEFINITONS:

- ***Personally Identifiable Information (PII):*** Is information that can be used to distinguish or trace an individual's identity. Either on its own or when combined with other personal or identifying information that is linked or linkable to an individual.

- ***Protected PII:*** Information that could result in harm to an individual whose name or identity is linked to the information, if disclosed. For example, an individual's first and last name in combination with, but not limited to, any of the following:

    a) Age
    b) Place or date of birth
    c) Social security number
    d) Credit card number
    e) Bank account number
    f) Marital status
    g) Mother's maiden name
    h) Passport Number
    i) Driver's License Number
    j) Biometric identifiers
    k) Medical Records

- ***Non-Sensitive PII:*** Information that is not reasonably expected to result in harm to an individual whose name or identity is linked to that information if it is disclosed but could identify an individual. For example:

    a) Work phone numbers
    b) Work address
    c) Email address
    d) Home phone number
    e) Gender
    f) Race
    g) First and last name

- ***Breach:*** Means unauthorized access to data containing personal information.

- ***Customer Records****:* Means any material, regardless of the physical form, on which personal information is recorded or preserved by any means, including, but not limited to, written or spoken words, graphically depicted, or electromagnetically transmitted that are provided by an individual to the City for the purpose of completing a survey, registration, application or obtaining a service.

- ***Data in Electronic Form****:* Means any data stored electronically or digitally on any computer system or other database and includes recordable tapes and other mass storage devices.

PROCEDURES:

The City, in the operation of normal business activities collects, creates, maintains, uses and transmits personally identifiable information associated with the City including, but not limited to, constituents, employees, customers, Council members, vendors, consultants and contractors. The City is committed to safeguarding against the inappropriate access of personally identifiable information and the proper use of the same in compliance with all applicable laws, regulations and City Policy to ensure maintenance of trust and integrity.

PII may be obtained or provided in connection with completion of a web form, survey tool or application for employment or services with the City of Bradenton.

A. Safeguards – Data Handling & Protection Procedures:

The requirements of safeguarding PII apply to all records whether in paper or electronic format, such as e-mail, spreadsheets, web forms/applications, databases and file sharing services. In addition to

compliance with all legal and policy requirements related to PII, the City limits the use, collection, storage and transmission of PII to that which is necessary for a legitimate business purpose.

City Departments that are custodians of record of information containing PII must apply appropriate safeguards to protect its confidentiality. Each Department or Division shall create Standard Operating Procedures ("SOP") and require all employees to receive appropriate training prior to gaining access to systems containing PII.

Standard Operating Procedures may be unique to each department based on the business purpose for which the information is collected, used, transmitted, or stored, but all SOPS shall include the following:

- PII must only be collected through lawful means
- The Information collected must be relevant to a legitimate business need and accessed only by those having a legitimate business need
- Departments or Divisions will ensure that PII used during the performance of a grant award has been obtained in conformity with applicable Federal and State laws governing confidentiality of information
- PII may not be disclosed without the express consent of the subject or as required by Law, where no exemption applies
- All PII collected must be protected against unauthorized access, use, loss or improper disclosure
- PII may not be transmitted without appropriate security controls such as encryption, authentication of recipients and password protection of files
- All PII data shall be stored in an area that is safe from access by unauthorized persons
- SSL/TLS encryption shall be used to protect personal information transmitted during online transactions
- Documents containing PII must be stored in secured cabinets or rooms and may not be left on desks or in other locations that are visible to individuals not authorized to access the PII
- PII may only be stored or maintained as long as required for business purposes and in compliance with City of Bradenton's Records and Retention Policy
- Once PII is no longer needed or required to be retained, it must be destroyed or disposed of. Disposal shall include shredding, erasing or otherwise modifying the PII to make it unreadable or undecipherable through any means

B. *Employee Training*:

Each Division or Department is responsible for ensuring that all employees with access to PII are appropriately trained in their responsibilities with regard to the proper handling of PII in compliance with all state and federal regulations and all Information Technology and City of Bradenton Policies. At

orientation new hires will be assigned a basic training session on securing client personal data. Additionally, all employees must be provided with a copy of this Policy to ensure that they are aware of the consequences of improper disclosure. Each employee having access to, using, transmitting, handling or receiving PII in the performance of their duties will be required to sign an acknowledgement that they have read and understand this Policy.

C. *Handling of Data Breaches*:

Upon the discovery of a security breach or other improper disclosure of PII by an employee of the City, or in the event of a notification of a security breach of a system maintained by a third-party agent, the City shall provide notice to individuals affected by the breach as required by F.S. 501.171. Said notification will be handled at the direction of the City Administrator or designee.

The City's Public Information Manager will provide notice of the security breach to individuals affected by mail or email as expeditiously as practicable, but no later than 30 days. The notice must include the following information:

- The date, estimated time, or estimated date range of the breach of security
- A description of the personal information that was accessed or reasonably believed to have been accessed as part of the security breach
- Information that the individual can use to contact the City to inquire about the breach of security and the personal information that the City or third-party agent maintained about the individual

The City's Public Information Manager will also post a conspicuous notice on the City's website and provide a press release to broadcast media, including major media in urban and rural areas where the affected individuals reside. Substitute notice is authorized if the City does not have contact information for the individuals affected. The notices on the website and press releases mentioned herein are satisfactory forms of substitute notice.

In a situation where the security breach affects 500 or more individuals, the City Public Information Manager will notify the City Attorney who will be responsible for providing written notice to the Florida Department of Legal Affairs. That notice must include the following:

- A synopsis of the events surrounding the breach at the time notice is provided
- The number of individuals who were or potentially have been affected by the breach
- Any services related to the breach being offered or scheduled to be offered, without charge, by the City to individuals, and instructions on how to use such services
- A copy of the notice provided to individuals related to the breach and any actions taken by the City or a third-part agent as a result of the breach

- The name, address, telephone number, and e-mail address of the employee or agent of the City from whom additional information may be obtained about the breach

If the security breach affects more than 1,000 individuals, the City Public Information Manager will notify the City Attorney who will be responsible for providing written notice to all consumer credit reporting agencies that compile and maintain files on consumers on a nationwide basis, (as defined in the Fair Credit Reporting Act), of the timing, distribution and content of the notices.

If a federal, state or local law enforcement agency determines that notice to the required individuals would interfere with a criminal investigation, the notice shall be delayed upon the written request of the law enforcement agency for a specified period of time determined by the law enforcement agency to be reasonably necessary, pursuant to F.S. 501.171(4)b).

D. *Public Records*:

Chapter 119 of the Florida Statutes provides that Florida's public records are subject to disclosure under the Florida open records law. Records are only shielded from disclosure where an exemption exists. PII maintained by the City of Bradenton as a matter of conducting business can be requested by anyone at any time, and if the information has not been designated as confidential or exempt, it must be provided.

The determination that certain PII is non-sensitive does not mean it is publicly releasable. Florida Statute 119.071 defines the general exemptions for public records. Any request for release of information must be directed to the City's Records Management Liaison Officer.

E. *Compliance*:

Violations of this policy, whether known or suspected, **must** be reported immediately. Any user found in violation of this policy may be subject to disciplinary action up to and including termination of employment. Violations may also result in criminal and/or civil penalties, where appropriate.

Any known or suspected violation should be reported to the Information Technology Director, Public Information Manager and City Administrator.

CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY

EMPLOYEE CERTIFICATION

I hereby certify by my signature below that I have been provided with a copy of the City of Bradenton Personally Identifiable Information Policy; that I have read and understand the requirements contained therein, and that I agree to comply with the requirements of this policy as now written or amended in the future.

Date: _____ Signed by:_____

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Rank and File Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Seeking City Council approval of agreement subject to ratification by the Bradenton Fire Department's Association International Fire Fighters as exclusive bargaining agreement for Rank and File Bargaining Units.

This three-year union contract, as reviewed by BFD senior operational leadership, along with fiscal, administrative, and legal review provides numerous articles related to salary adjustments in order to attract, retain, recruit, and develop key qualifications, advanced skill sets, technical expertise, and training program to further improve City objectives and goals concerning enhanced fire protection, suppression, rescue, and medical programs to our citizens and City.

This three-year contract follows the City's last union contract with BPD in order to bring public safety salaries to competitive levels with surrounding comparative agencies.

FINANCIAL IMPACT:
Per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Approved as to legal sufficiency by Greg Hearing, Esq.

SUGGESTED MOTION:
Motion to approve the Rank and File Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546 subject to ratification.

ATTACHMENTS:
Rank and File Bargaining Unit Agreement

RANK & FILE BARGAINING UNIT AGREEMENT

between

the City of Bradenton

and,

the Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546

October 1, 2025 through September 30, 2028

CLEAN R&F

Union: DA Tentative Agreement on: 3/2/26 City: RP

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Article 1
AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between **THE CITY OF BRADENTON, FLORIDA** (herein called "City") and the **SUNCOAST PROFESSIONAL FIREFIGHTERS & PARAMEDICS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2546,** (herein called the "Union").

It is understood that the use of masculine gender terms in this Agreement shall apply to both men and women.

Article 2
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of Collective Bargaining over wages, hours, and other terms and conditions of employment for the following personnel within the Fire Department:

All full-time and probationary employees in the classifications of Firefighter (including employees in the position of Engineer and Emergency Medical Technician); Captain; Lieutenant; Fire Inspector; and Deputy Fire Marshal.

All other employees of the City of Bradenton in other present classifications are excluded, including Fire Chief, Assistant Chief, Deputy Chief, Battalion Chief, Fire Marshal, Training Officer, Administrative Secretary, Program Administrator, Secretary to the Fire Marshal, and Hydrant Maintenance Specialist.

The City agrees to voluntarily recognize as members of the Rank & File Bargaining Unit the following classifications should they be created:

Paramedic
Firefighter/Paramedic
Engineer/Paramedic
Lieutenant/Paramedic
Captain/Paramedic
Fire Inspector/Paramedic
Deputy Fire Marshal/Paramedic

Probationary employees are members of the bargaining unit and granted all terms, conditions, rights, benefits, and privileges of this agreement with the following exception:

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- The City may terminate Probationary Firefighters and Probationary Inspectors, within their first 365 days of employment with the Fire Department without just cause.

Article 3
DUES DEDUCTION

Section 1. The Employer agrees to withhold Union Dues of each employee member who authorizes such payroll deduction by the execution and submission to the Employer of a signed and dated dues deduction form. Such deductions shall be made bi-weekly.

Section 2. The Union shall notify the Employer in writing of the amount of dues to be deducted each pay period. Any changes in the amount to be deducted shall be made in writing to the Employer at least thirty (30) days prior to the effective date of the change.

Section 3. The Union shall indemnify and hold the Employer harmless against any claims made against the Employer on account of such deductions. No deduction shall be made during a pay period in which the amount due the employee, less withholding tax, pension and/or Social Security payments and any other deduction required by law is insufficient to cover the amount of the dues to be deducted.

Section 4. Dues deduction shall remain in effect for as long as the Union is the certified bargaining agent and the employee is a member of the bargaining unit, unless the employee revokes the authorization, in writing to the Employer and the Union at least thirty (30) days prior to the effective date of the revocation of authorization.

Section 5. The Union shall notify the Employer in writing of the address of the Union office authorized to receive the dues and of any changes thereto. The amount of dues deducted by the Employer shall be transmitted to the Union by mail on a bi-weekly basis.

Section 6. On January 1 of each year the Union will remit to the City $240 (two-hundred forty dollars) to compensate the City for their administrative expenses associated with the collection of Union dues.

Bradenton Firefighters Benevolent Fund (BFBF) Dues

The Employer agrees to withhold BFBF dues of each employee member who authorizes such payroll deduction by the execution and submission to the Employer of a signed and dated dues deduction form. Such deductions shall be made bi-weekly.

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The BFBF shall notify the Employer in writing of the amount of dues to be deducted each pay period. Any changes in the amount to be deducted shall be made in writing to the Employer at least thirty (30) days prior to the effective date of the change.

Dues deduction shall remain in effect until the employee revokes the authorization, in writing to the Employer at least thirty (30) days prior to the effective date of the revocation of authorization.

The dues deducted by the Employer shall be transmitted to the BFBF using a mutually agreed upon method and timetable.

Article 4
GRIEVANCE AND ARBITRATION

1. The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance and Arbitration procedure, but only to the extent set forth below.

2. A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section so identified.

3. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. The grievance procedure shall be administered in the following manner:

Step 1.

The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the Battalion Chief or their designee. The filing of a grievance shall be done within five (5) working days of when the grievant knew or should have known of the event giving rise to the grievance.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 0800 to 1700

hours, Monday through Friday, excluding holidays designated by this Agreement. The Battalion Chief shall meet with the grievant within five (5) working days of receipt of the grievance and shall submit his or her decision in writing to the grievant within five (5) working days from the date of the meeting.

Step 2.

If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Battalion Chief's response, to the Fire Chief, within five (5) working days of the date the grievant received the Battalion Chief's response. Within five (5) working days from his or her receipt of the grievance, the Fire Chief or his designee shall provide his answer to the grievance.

4. If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

   (a) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the grievant.

   (b) Within five (5) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

   Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or

appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

(c) The arbitrator shall arbitrate only the issues presented.

(d) In case of discipline, the role of the arbitrator shall be to:

i. Determine whether just cause exists to support the resulting discipline

ii. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.

iii. Sustain the resulting discipline, if the arbitrator finds that the City acted properly. Modify or eliminate the resulting discipline, if it is determined that just cause did not exist or that the level of discipline imposed was inappropriate for the transgression alleged.

Neither the Union nor the City may present evidence or arguments to the arbitrator which were not presented in the grievance procedure leading up to the arbitration. Evidence unknown to either party during any grievance step may be used in arbitration if the evidence is first presented to the opposing party at least seven days before the date set for hearing. The discovery and presentation of previously unknown evidence shall be cause for postponement or cancellation of the hearing by either party. If the late discovery and late presentation of such evidence results in a postponement or cancellation of the hearing, all costs associated with such postponement or cancellation shall be borne equally by the parties unless postponement or cancellation was caused by one party's failure to comply with the seven (7) day requirement; in which case, the party failing to comply shall bear the entire cost of postponement or cancellation. In case of a postponement, within five (5) days of such postponement the parties shall confer with the arbitrator to set a new hearing date.

(e) In the event the Fire Chief fails to meet with the grievant as provided in Section 3, Step 2, all evidence to be used in arbitration by either party shall be considered previously unknown evidence as provided in Section 4(d).

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Article 5
PREVAILING RIGHTS

All prevailing rights, obligations, duties, policies, rules, regulations and practices which are mandatory subjects of bargaining or impact mandatory subjects of bargaining that are known by the Fire Chief and not addressed or modified by this Agreement shall remain in full force and unaffected. Each party recognizes the rights of the City and the Union as they apply to the modification of any of the above items as well as any right to negotiate over any change as required by Florida Law.

Article 6
UNIFORMS

1. The City shall continue to provide employees with uniforms in accordance with current practice.

2. Since there are several variations of the Bradenton Fire Department official uniform, the Bradenton Fire Department Standard Organizational Guide, Section 3.80, shall determine the appropriate uniform based on the planned activity.

3. Employees shall not be restricted from wearing an approved uniform solely because of the presence of tattoos on their body. This provision does not prevent the administration from requiring an employee to cover a tattoo on the face, neck, head, or a tattoo that depicts profanity, pornography, obscenity, or vulgar images.

Article 7
EDUCATION

The City agrees to pay for and reimburse employees for educational courses and seminars as specified in the Bradenton Fire Department Standard Organizational Guide, Section 3.70, and through the established Professional Development policy (Section 9.12 of the City of Bradenton Employee Handbook).

Classes that are required in order to maintain an employees' current position or are required in order to obtain a promotion into another bargaining unit position, shall be reimbursed by the City of Bradenton at 100%, so long as the individual receives a passing grade. The employee shall be approved for any time off required for the classes, provided there is no extraordinary operational impact as a result of the time off.

The City shall have the right to make changes to the above-mentioned practices, policy, and procedures only if agreed to by the Fire Chief and the Union, in writing.

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Article 8
HOURS OF WORK AND OVERTIME

Employees shall be paid at the rate of time and one-half for all hours worked in excess of fifty-three (53) hours per week, for twenty-four (24) hour shift employees (shift personnel), or over forty (40) hours per week for ten (10) hour shift employees.

No later than the first day of the first full pay period that begins after October 1, 2027, the union and the administration shall agree upon, and the administration shall implement, the following schedule for shift personnel: Personnel will continue to be assigned a "24 hours on/48 hours off" schedule with every eighteenth (18th) shift being assigned as a "Recovery Day"(RD). This schedule shall also be referred to as a "Fifty-three-hour workweek". Personnel will not be scheduled to work their normal shift or subject to mandatory overtime (with the exception of declared emergencies, disasters, or other conditions that require the recall of personnel) on their Recovery Day. The pay schedule in Appendix A-3 reflects the adjustments of hourly rates agreed upon to implement the Fifty-three-hour workweek. These rates shall be implemented no later than the first day of the first full pay period that begins after October 1, 2027 or upon implementation of the Fifty-three-hour workweek. Upon implementation of the Fifty-three-hour workweek, shift personnel shall be paid at the rate of time and one-half for all hours worked in excess of fifty-three (53) hours per week.

For purposes of computing hours worked, the City shall include holidays, annual leave and sick leave as hours worked.

By including all earned leave as hours worked, employees will suffer no loss of regular pay when using any earned leave.

The current Station activity schedule for twenty-four (24) hour shift employees, as outlined in the Bradenton Fire Department Standard Organizational Guide Section 3.40, shall continue to be adhered to when possible.

A mutually agreeable employee call back (Overtime) policy shall be maintained by the Fire Department and the Union. Any changes to this policy shall be agreed to by the Fire Chief and the Union, in writing.

State Mutual Aid Deployments

Employees will be paid for all time worked (portal to portal) in accordance with BFD Standard Operational Guide 3.56 Emergency Pay for State Mutual Aid Deployment, from reporting time until released from duty.

Article 9
WAGES

Employees shall be paid according to the pay schedules in the Appendix, in accordance with Article 8 of this Agreement beginning on the first day of the first full pay

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period that begins after implementation of this Agreement. The pay schedules shall apply on the dates listed in the Appendices.

Any dispute regarding the placement or advancement of employees in the pay plan shall be resolved by the Union and City conferring and agreeing on a solution.

All personnel shall maintain valid certifications and/or licenses, as required by the job description, of their current position at all times.

Holidays

Twenty-four (24) hour shift employees shall be paid 12 hours of Holiday pay for each of the City Holidays listed below:

Employee Birthday
New Year's Day
Martin Luther King Jr. Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Ten (10) hour shift employees shall receive the above listed days as paid days off.

Holidays falling on a weekend may be observed on the preceding Friday or following Monday, in accordance with the Council approved holiday schedule.

Article 10
SHIFT EXCHANGE

The current shift exchange practices, policies, and/or procedures, in place on the date of implementation of this Agreement, shall remain in place. Any changes shall be agreed to by the Fire Chief and the Union.

Article 11
SPECIAL EVENT PAY

Special events scheduled to last more than four (4) hours shall not be staffed by on-duty emergency personnel and shall be provided through call-back of off-duty personnel utilizing the existing seniority call-back list. Special events include but are not limited to, sporting events, festivals, parades, and public relations events for which the City offers some support and involve the use of Fire Department personnel in duties other than their normal work routine or emergency calls.

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Fire Department personnel shall be paid overtime at the rate of one-and-one-half (1½) times the regular hourly rate.

This Article does not prevent the City from using on-duty personnel for events endorsed by the City or special events that are scheduled to last no more than 4 hours.

In the event off-duty personnel are not available for coverage of a special event described in this article, the Fire Department may utilize on-duty personnel for staffing that event.

The union and administration agree that changes to this article may be implemented by mutual agreement of the administration and union.

Contracted Special Details

Contracted Special Details are voluntary opportunities provided by the department for BFD employees to work off duty assignments related to their job functions. Contracted Special Details shall be governed by the Bradenton Fire Department SOG 1.20 which shall be mutually agreed upon by the administration and union.

Article 12
ON CALL PAY

Assigned on-call personnel shall be guaranteed on-call pay of a minimum of ten (10) hours straight time pay per week. If the member is assigned to any on-call status on a City recognized holiday, the member shall receive an additional four (4) hours straight time pay. The department shall maintain a fair and equitable policy pertaining to on-call status and rotation.

A minimum of two (2) hours overtime (or actual time worked, whichever is greater) shall be paid for each emergency call out. Additionally, two (2) hours of compensatory time shall be provided to the employee for each emergency call out. Overtime shall be paid at the rate of one-and-one-half (1½) times the regular hourly rate.

Employees may, at their discretion, receive pay or compensatory time for the on-call and/or call out pay referenced in this article.

Article 13
WORKING IN A HIGHER CLASSIFICATION

Criteria for working in a higher classification shall be governed by the Bradenton Fire Department Standard Organizational Guide, Section 3.52 which establishes the following "tiers" and prioritization of assignments to work in a higher classification:

- Tier 1: Employees on the promotional list for the position.

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- Tier 2: Employees that are eligible to participate in the promotional testing process for the position.
- Tier 3: All other employees.

Opportunities to work in a higher classification shall be assigned through a fair and equitable rotation within each tier with Tier 1 employees being given priority for assignments over Tiers 2 and 3. If there are no available Tier 1 employees on duty, then the assignment to work in a higher classification would be offered to Tier 2. If there are no available Tier 2 employees on duty, then the assignment to work in a higher classification would be filled by a Tier 3 employee or call back of personnel.

Any other changes to this policy, or the pay schedule listed in Appendix A-4, shall be agreed upon by the Fire Chief and the Union, in writing and posted to the membership.

Article 14
SPECIALTY PAY

Employees, who are active members of the Bradenton Fire Department's Technical Rescue Team (TRT), Marine Program, Advanced Life Support Program, and those certified as proficient in a second language shall receive Specialty Pay in accordance with this article. Eligible members will be paid at the bi-weekly rates listed in this article.

Technical Rescue Team

Team Assignments*	**Rate**
Team Members Ops.:	$50.00
FLUSAR Rescue Spec.:	$100.00
Shift Leader/Driver:	$100.00
TRT Team Lead Asst.:	$100.00
TRT Team Leader:	$125.00

*TRT members are eligible for only one of these assignments

Standalone (additional) Specialty Pay for team members

Swiftwater Tech Level:	$10.00

Selection of new team members, continued participation of active team members, and selections for specialty assignments shall be governed by Section 3.60 of the Bradenton Fire Department Policies and Rules. Any changes to this policy shall be agreed to by the Fire Chief and the Union, in writing.

The team shall consist of a minimum of twenty two (22) active Technical Rescue Team members, which may include the team leader.

The City agrees to provide funding for TRT training exercises to be held no less than annually and educational courses/training required for current team members to

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maintain their membership on the TRT. Educational courses/training for prospective team members shall be governed by Article 7 of this Agreement and its referenced policies.

Marine Program

Team Assignments	**Rate**
Boat Operators:	$20.00
Shift Leaders:	$25.00
Marine Program Leader:	$50.00

Selection of new team members, continued participation of active team members, and selections for specialty assignments shall be governed by Section 3.65 of the Bradenton Fire Department Policies and Rules. Any changes to this policy shall be agreed to by the Fire Chief and the Union, in writing.

The team shall consist of a minimum of ten (10) active members, which may include the team leader.

The Marine Program requires one (1) Team Leader, one (1) Shift Leader per shift, and at least two (2) Boat Operators per shift.

Advanced Life Support Program

Beginning on the first day of the first full pay period that begins after the dates listed below, employees in any classification with a valid Paramedic Certification shall be paid the following annual incentives:

October 1, 2025: $3,000 annually (Approx. $115 per biweekly pay period)

October 1, 2026: $6,000 annually (Approx. $231 per biweekly pay period)

October 1, 2027: $9,000 annually (Approx. $346 per biweekly pay period)

When the Bradenton Fire Department is granted a license to provide Advanced Life Support, this incentive pay will only be available to those Paramedics that are actively credentialed by the department to provide Advanced Life Support.

The administration shall make every effort to equitably and fairly rotate Paramedic-In-Charge (PIC) assignments amongst those eligible to serve in those assignments.

Second Language Proficiency

Bargaining unit members who are proficient in one of the languages listed below shall be eligible to receive Second Language Pay of thirty dollars ($30) per bi-weekly pay period. An employee shall be deemed to be proficient in a spoken language only after they obtain a rating of nine (9) or higher on the "Speaking and Listening Assessment" administered by ALTA Language Services Inc. An employee shall be deemed proficient in American Sign Language only after they obtain a score of three (3) or higher in the American Sign Language Proficiency Interview (ALSPI) administered by Gallaudet University. The employee is responsible for bearing the cost(s) associated

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with the assessment/interview and must schedule the assessment/interview at a date and time so that it may be monitored by the Administration. The employee must prove proficiency every five (5) years unless this requirement is waived by the Administration, in writing. Employees can request that their requirement to prove proficiency be waived only after being proven proficient by a prior assessment/interview. Employees proficient in more than one of the languages listed below are not eligible for more than the standard Second Language Pay amount of thirty dollars ($30), bi-weekly.

Spanish
Haitian Creole
Portuguese
French
Russian
German
Italian
American Sign Language

Article 15
REPLACEMENT OF PERSONAL PROPERTY

The City will replace or repair employees' personal property which has been lost, damaged or destroyed because of an unavoidable work occurrence and only as provided in this section.

a. The City will replace or repair the watch or timepiece of an employee whose work assignment requires its use, if the watch is lost, damaged or destroyed, to a maximum of $50.00.

b. The City will replace or repair prescription glasses to a maximum cost of $300.00.

Article 16
STAFFING

The current, three (3) fire stations shall be staffed by no less than twenty (20) personnel (daily).

The City, and the Union, agree to renegotiate this article in the event of an expansion of the Bradenton Fire Department beyond three (3) fire stations or implementation of Advanced Life Support (ALS) transport EMS services.

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Article 17
DRIVER/OPERATOR ASSIGNMENTS

All Department vehicles and apparatus shall have Driver/Operators assigned in accordance with current practice/policy. Any changes to this practice/policy shall be agreed to by the Fire Chief and the Union, in writing.

The union and administration agree to develop and implement a mutually agreeable plan to assign Driver/Operators to all apparatus.

Article 18
LEAVE TIME ACCRUAL AND USAGE

Vacation and sick leave accrual and usage rates shall remain unchanged and continue as follows:

- Vacation leave shall be earned at the rate of three and seven-tenths (3.70) hours per pay period (bi-weekly).
- Twenty-four (24) hour shift employees utilizing vacation leave shall be charged sixteen (16) hours of vacation leave time per twenty-four (24) hour shift. Forty (40) hour employees utilizing vacation leave shall be charged ten (10) hours of vacation leave per ten (10) hour shift.
- Sick leave shall be earned at the rate of three and seven-tenths (3.70) hours per pay period (bi-weekly).
- Upon ratification of this Agreement, twenty-four (24) hour shift employees utilizing sick leave shall be charged eight (8) hours of sick leave time per twenty-four (24) hour shift for the first four (4) occurrences* of usage in a calendar year. Occurrences five (5), six (6), seven (7), and eight (8) shall charge twelve (12) hours of sick leave time per twenty-four (24) hour shift. Occurrences more than eight (8) shall charge twenty-four (24) hours of sick leave per twenty-four (24) hour shift. Any sick leave approved under the City's Family Medical Leave Act (FMLA) policy or FMLA provisions contained in this Agreement shall be charged at eight (8) hours of sick leave per twenty-four (24) hour shift.
- Forty (40) hour employees utilizing sick leave shall be charged ten (10) hours of leave per ten (10) hour shift.
- The current system of "bonus vacation days" as outlined in the City of Bradenton Employee Handbook, at the time of ratification, shall remain in effect and unchanged.

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- Employee's vacation leave banks shall continue to be limited to two hundred forty (240) hours of "carry over" vacation leave between calendar years.

*Occurrence shall be defined as a single illness or injury that results in the usage of sick leave, regardless of the amount of leave utilized. Example: An employee utilizes sick leave for two (2) shifts due to a single illness. This would be considered one (1) occurrence.

Vacation Availability

There shall be no less than four (4) "slots" available for shift personnel to schedule vacation leave. These "slots" may be filled by any combination of shift personnel i.e. officers, engineers, firefighters, etc. The only exception shall be that no more than two officers shall be permitted to schedule vacation leave on the same day and Captains and Battalion Chiefs may not be permitted to schedule vacation leave on the same day. These "slots" shall be available regardless of employees on sick, education, shift exchange, funeral, workers comp, light duty, union pool time, etc. Vacation leave requested by an employee within forty-eight (48) hours of the time requested off shall be granted/denied at the discretion of the shift commander. Upon implementation of the 53 Hour Workweek, there shall be no less than three (3) "slots" available for shift personnel to schedule vacation leave.

Vacation leave "buy back" program

Upon termination of employment, the City shall purchase all of an employee's accrued vacation leave, up to a maximum of 240 hours excluding any leave "carried over" upon entry into the Bradenton Firefighters Retirement System's DROP program, at the employee's regular rate of pay.

For employees with hire dates prior to April 15, 2012, upon entry into the Bradenton Firefighters Retirement System's DROP program, the City shall purchase all of an employee's accrued vacation leave, up to a maximum of 240 hours, at the employee's regular rate of pay. Any amount of accrued vacation leave above the 240 hour limit shall remain in the employee's vacation leave bank, however, the amount of "carried over" vacation leave shall NOT be eligible for the buy back program at termination of employment.

EXAMPLE: An employee enters the DROP program with 250 hours of accrued vacation leave.

The City shall purchase 240 hours of vacation leave at the employee's regular rate of pay and 10 hours of vacation leave shall be "carried over" into the DROP.

The employee then terminates employment after the DROP with 110 hours of accrued vacation leave.

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The City shall purchase 100 hours of vacation leave at the employee's regular rate of pay and 10 hours of "carried over" shall not be eligible for the "buy back" program.

Sick leave "buy back" program

Upon termination of employment and also for employees with hire dates prior to April 15, 2012, upon entry into the Bradenton Firefighters Retirement System's DROP program, the City shall purchase one half (1/2) of an employee's sick leave bank, at their regular rate of pay as long as the employee meets one or more of the following criteria:

1. Normal Retirement, as defined by a bona fide City of Bradenton sponsored pension plan.
2. Disability Retirement, as defined by a bona fide City of Bradenton sponsored pension plan.
3. Any other retirement, as defined by a bona fide City of Bradenton sponsored pension plan, in which the employee will receive an immediate retirement benefit from the City of Bradenton sponsored pension plan

Article 19
LEAVE DONATION

1. Employees of the City of Bradenton Fire Department may voluntarily donate either sick leave or vacation leave to another employee of the City of Bradenton Fire Department, when in the opinion of each individual donor employee; there is sufficient reason to do so.

    a. Each employee may donate up to two days of vacation leave or two days of sick leave or one day of vacation leave and one day of sick leave.

    b. Leave donations are limited so that no employee may donate more than a maximum of two leave days to another employee during any twelve month period.

    c. Employees receiving such donations must first exhaust their own personal vacation and sick leave accounts.

    d. All leave time donated shall be deposited in the receiving employee's sick bank.

2. Such donations may be made at any time during the year, providing reasonable written notice is given, on a form to be prescribed by the City.

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Article 20
UNION POOL TIME

The City of Bradenton recognizes the need for elected and/or appointed IAFF employee representatives to be granted leave for the purpose of conducting Union/Bradenton Fire Department business that may arise on the employee representatives' normally scheduled work day. The City shall grant time off with pay from a single pool of time, that eligible representatives shall draw from. The Union Time Pool shall be funded completely through donations of annual fitness leave hours by individual members. Individual members voluntarily completing the Bradenton Fire Department Annual Fitness Program shall donate two (2) of the twenty-six (26) hours earned for completion to the Union Time Pool. The administration and the union shall mutually agree upon a plan to utilize up to 90% of the existing balance of hours in the Union Time Pool (as of the date of implementation of this agreement).

The Union shall transmit a list of the names of eligible representative(s), in writing, to Department Administration annually, in January. The Union may modify this list when required. The Union agrees not to modify this list solely for the purpose of increasing eligibility for Union pool time on a short term basis. Provisions in this article pertaining to the number of "Fitness Days" earned and/or donated to the Union Time Pool may be modified by mutual, written agreement of the Union and Administration.

- Personnel granted Union Pool Time shall be considered off duty
- "elected and/or appointed IAFF employee representatives" shall be defined as: any bargaining unit member either elected or appointed to an official position as listed in the Local 2546, FPF, and/or IAFF Constitution and Bylaws, and listed in the eligibility notice to Department Administration
- "Union/Bradenton Fire Department business" shall be defined as: Any and all Union business which does not directly involve labor issues (bargaining, arbitration, disciplinary hearings, Commission meetings, etc) of a bargaining unit other than the unit(s) recognized by the City of Bradenton in the Collective Bargaining Agreement.
- Local/State/International Conventions, Conferences, Educational opportunities, Legislative/Political work, and meetings shall continue to be considered Union/Bradenton Fire Department Business
- The Union shall make every effort to notify the department well in advance of any foreseeable Union Pool Time requests during yearly Vacation Selection.
- Union Pool Time requests received by the department less than 48 hours in advance of the shift involving the request may be denied based on available staffing

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- Any Union Pool Time that directly causes the department to utilize overtime personnel shall be deducted from the time pool at one and one-half (1 ½) times the normal rate

- The department reserves the right to utilize on-call personnel to maintain minimum staffing levels when the employee representative(s) are to be utilizing less than 12 hours of Union Pool Time

- In lieu of granting Union pool time, the department may allow the employee representative(s) to attend Union business within City limits while remaining on duty and available for emergency calls. i.e. City Council meetings, negotiations, committee meetings, etc.

Florida Professional Firefighters Annual Convention

Only for the purpose of the Florida Professional Firefighters Convention, any member elected to the position of delegate/alternate shall be eligible to request Union pool time, in addition to the representatives on the established eligibility list. Only in this case, may the administration grant/deny the request based on available staffing criteria. The delegate/alternate shall request the Union pool time with no less than fourteen (14) days notice and shall be notified if the Union pool time is granted no less than seven (7) days prior to the time requested off.

Article 21
UNION MEETINGS, CORRESPONDENCE, AND E-MAIL

The current practice of allowing the Union to schedule meetings of the bargaining unit at City of Bradenton Fire Stations shall not be modified or revoked in any way.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of union activities.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting union business and correspondence.

Article 22
PROMOTIONS

The City and the Union shall establish standards and procedures for promotions. The Bradenton Fire Department Standard Organizational Guide, Promotional Policy Section 3.50 shall govern promotional procedures and shall be uniformly applied to all members of the bargaining unit. Any changes to this policy shall be agreed to, in writing and posted to the bargaining unit, by the Fire Chief and the Union.

Union: _____ Tentative Agreement on: 3/2/26 City: _____

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The administration, at its discretion, may choose not to fill the position of Driver/EMT in preparation for the implementation of the Advanced Life Support Program. The union and administration shall collaborate on a mutually agreeable plan to assign duties to "legacy" Driver/EMTs should the position be phased out during this agreement.

Article 23
PHYSICAL EXAMINATIONS

Each member of the bargaining unit shall undergo a medical physical examination every year. The physical shall be at no cost to the bargaining unit member and will be scheduled on the member's duty day. Any substantial changes in the components of the medical physical examination shall be agreed to, in writing, by the Fire Chief and the Union.

If the physical examination administered by the department does not involve a one-on-one consultation with a doctor of medicine (MD) or doctor of osteopathic medicine (DO), the department will reimburse the employee's out-of-pocket expenses, up to $50.00 upon provision of proof of such visit by the employee, for a follow-up visit with an MD or DO of their choice within 90 days of receiving the results of their department administered physical examination.

Retirees* shall be entitled to participate in the department's annual physical examinations for no less than 10 years after their date of termination. All costs of participation in this program shall be borne by the retiree. The administration, in coordination with the Union and Bradenton Firefighters Retirement System, shall develop a mutually agreeable system to notify all eligible retired members of their right to participate in the physical examination program and the costs of doing so.

*For the purposes of this article, "Retiree" means any bargaining unit member that leaves employment with the City and immediately begins collecting a benefit from a City-sponsored retirement plan.

Article 24
STATION SECURITY

Station Security shall continue to be a priority of the Union and the Administration. The Union and the Administration shall continue to collaborate on station security plans and/or policies that ensure the safety of personnel and their belongings.

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Article 25
SANITATION, MAINTENANCE AND UPKEEP

Agricultural, horticultural, major facilities repair and non-routine maintenance services (i.e. painting, plumbing, electrical, carpentry, masonry, and mechanical work) provided at other City locations will be provided at all Fire Station Facilities.

Article 26
LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and maintained for the purpose of improving Labor/Management relations. Personnel assigned to the committee may vary from meeting to meeting with the Fire Chief and the City of Bradenton D.V.P. each choosing up to two (2) additional committee members for each meeting; however the Fire Chief and the City of Bradenton D.V.P. shall be the minimum required to meet. The committee shall meet at least monthly to confer and collaborate on both administrative and operational issues of the Fire Department. The Administration and the Labor/Management Committee shall make every effort to resolve all issues that arise in a manner that is satisfactory to both Labor and Management. All meetings of the Labor Management Committee shall be considered Union business and standard overtime provisions shall not apply.

The City and Union acknowledge the importance of documenting the Bradenton Fire Department's accurate history, founding members, and progress. Both parties acknowledge that the Bradentown (Braidentown) Fire Department and the Town of Manatee Fire Department were protecting the citizens of our community long before the towns were merged and renamed as the current City of Bradenton in 1943.

On or before October 1, 2026, the Labor/Management Committee shall:

- Make every effort to compile historical records of the Bradentown (Braidentown) Fire Department and the Town of Manatee Fire Department in addition to the history of the Bradenton Fire Department.
- Make a recommendation to the City Council for the redesign of the department's patch and logo to better reflect a more accurate history of the Bradenton Fire Department.

Article 27
DISCRIMINATION AND/OR HARASSMENT

The City and the Union agree to act in accordance with The City of Bradenton Employee Handbook with regard to discrimination and/or harassment. No employee or prospective employee will be discriminated against or harassed based on race, color, sex, age, religion, national origin, marital status, or disability.

CLEAN DRAFT

Certified Firefighters RP

~~All employee~~s shall be afforded the protections contained in the Firefighters' Bill of Rights, sections 112.80 – 112.84, Florida Statutes (2024), which shall be deemed fully incorporated herein.

Article 28
COMMITTEE APPOINTMENTS

The Union shall be permitted to appoint a representative to all standing and future City of Bradenton Committees (and/or workgroups) that address employee benefits and/or terms and conditions of employment (i.e. Health Insurance Committee, Benefits Committee, etc). This representative shall be appointed in addition to any representative that the Fire Department may be entitled to appoint to such committees. The City shall give reasonable notice of all committees to the Union D.V.P and he/she shall provide the City with an appointee in a timely manner. The presence and/or participation of a Union representative in committees dealing with subjects of bargaining shall not be considered formal bargaining between the City and the Union. The Union appointed Committee representative may be either a voting or a non-voting member, at the discretion of the Committee Chair with the exception of the union appointee to the City Insurance and Benefits Committee, who shall be a voting member of the committee.

Article 29
RETIREE HEALTH INSURANCE

The City shall provide all normal, early, and disability retirees with the same health insurance plan(s) and dependent coverage as current City employees.

Employees that retire under "normal" or "line of duty disability" provisions, and those that retire under "early" provisions with at least 20 years of credited service and terminated their employment on or after 4/1/2022, as defined by the employee's applicable retirement plan, shall be paid a stipend of eighteen dollars ($18) per month for each year of full-time employment with the City of Bradenton. Employees that retire under "early" (with less than 20 years of credited service and/or terminated their employment prior to 4/1/2022) or "not in the line of duty disability" conditions, as defined by the employee's applicable Pension Plan, shall be paid a stipend of ten dollars ($10) per month for each year of full time employment with the City of Bradenton. Employees shall not accrue more than twenty-eight years of full time employment credit for the Retiree Health Insurance Stipend.

Current Retirees that do not receive a retirement health insurance stipend from the City(retired prior to 4/1/2012) shall not be required to pay an increased premium of more than eight percent (8%) per year for health insurance coverage unless the cost of the plan increases more than eight percent (8%). In that case, the retiree's premium may be increased in concert with the increase in cost to the City.

The City agrees to deduct pre-tax employee contributions for a voluntary employees' beneficiary association (VEBA), retiree medical trust (RMT), medical expense reimbursement plan (MERP), or similar instrument upon the request of the union. The City and union agree to coordinate and collaborate on the creation and costs (including how the costs will be borne) of such a plan if the employees exercise this option.

The City agrees to open negotiations on this article annually, during the months of June, July, and/or August at the request of the Union, with the following terms:

- Either party may unilaterally end these negotiations at any time, in which case the current article will remain in full force.
- Neither party will exercise their right(s) to declare and/or resolve an impasse as outlined in Florida Statutes Chapter 447.403.

Article 30
INDEMNIFICATION

The City will provide defense of employees from civil suits from tort liability incurred while acting in the scope of employment, and pursuant to the guidelines set out in Section 768.28, Florida Statutes, agrees to hold harmless within the limitations set out in Section 768.28, Florida Statutes, and protect said employee from civil liabilities only, resulting from any act, event or omission of action in the scope of his employment of function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Article 31
SEVERABILITY AND WAIVER

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause, clauses or portion thereof shall be determined to be in violation of any law or otherwise held invalid by the proper legislative or judicial authority, then and in the event of such clause or clauses only, to the extent that they may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the remainder of this Agreement, clause of part thereof in which the violating language may appear. Upon the issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on substitute article, clause or portion thereof.

The exercise or non-exercise of the rights or privileges covered by this Agreement by the City or the union shall not be deemed to waive any such right or privilege or the ability to exercise such right or privilege in the future.

CITY R&T

Article 32
ENTIRE AGREEMENT

The parties agree that the provisions contained herein represent the full and complete understanding between them as to wages, hours and other terms and conditions of employment. Each party had the opportunity and the right to negotiate over any subject not removed by law from the area of collective bargaining. Therefore, the parties agree that negotiations will not be reopened on any item or the impact of any item covered by this Agreement, during the life of the contract except as provided herein.

It is understood by both parties that although this agreement will be retroactively implemented to be effective as of October 1, 2025, the City is not required to retroactively calculate and award "back wages" or reimbursements related to the following articles/provisions of this agreement:

- Specialty Pay
- Working in a Higher Classification
- Pension contribution refunds
- On Call Pay
- Holiday Pay

Article 33
DURATION

This Agreement shall become effective October 1, 2025 and shall remain in effect through September 30, 2028. In regards to modification of this Agreement, all rights and/or limitations established by Florida law shall be retained by both parties.

Article 34
SUCCESSORS AGREEMENT

This Agreement shall be binding upon the successors and the assigns of the parties hereunto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party. This provision does not affect Management's inherent right to determine the best way to provide fire service to the residents of the City of Bradenton.

Article 35
PENSION

The current Local pension plan and all practices, policies, procedures, and benefits associated with it, in effect at the time of ratification, shall remain in effect with only the following changes:

Union:_____ Tentative Agreement on: 3/2/26 City: RP

CLEAN RAF

Beginning on the first day of the first full pay period that begins after ratification of this agreement, the employee contribution shall become 9% of salary*.

Beginning on the first day of the first full pay period that begins after October 1, 2026, the employee contribution shall become 8% of salary*.

Beginning on the first day of the first full pay period that begins after October 1, 2027, the employee contribution shall become 7% of salary*.

The City and Union shall agree upon language to be included in the Bradenton Firefighters Retirement System City Ordinance that defines "Contracted Special Details" and allows pay for these Contracted Special Details to be excluded from firefighters' salary (pensionable earnings) as defined by the Bradenton Firefighters Retirement System. This agreement and any resulting ordinance changes shall not diminish a firefighter's right to a disability pension due to injuries, illnesses, conditions, or disabilities incurred while working Contracted Special Details.

Any bargaining unit member serving in an official capacity with the Bradenton Firefighters Retirement System shall be granted one (1) shift off with pay, annually, for the purpose of attending required continuing education classes, seminars, conferences, or conventions. The official shall request the time off with no less than thirty (30) days notice.

*Salary: As defined in the Bradenton Firefighters Retirement System Ordinance

Article 36
DRUG FREE WORKPLACE

The City of Bradenton Drug Free Workplace Program, which was effective for City employees on February 10, 2016, shall become effective on the date of implementation of this Agreement.

Article 37
SAFETY & HEALTH

The City agrees to abide by all pertinent requirements of the Florida Firefighters Occupational Safety and Health Act (Sections 633.502-633.536, Florida Statutes) (2025); and the Firefighter Employment Standards, Chapter 69A-62 of the Florida Administrative Code).

Cancer Prevention and Treatment

The City agrees to abide by Florida Statutes, Chapter 112.1816 in addition to making every effort to implement best practices for cancer prevention and screenings. At least annually, the department safety committee shall conduct a review of the department's compliance with the "Cancer Prevention Best Practices Checklist", Florida

Administrative Code Rule 69A-62.025, and offer recommendations to the administration for improved compliance and adoption of best practices.

Regardless of an employee's continuance of coverage in the City-provided health insurance plan after he or she terminates employment, the benefit payment listed in section 112.1816(2)(b), Florida Statutes (2024), currently $25,000, must be made available by the City for 10 years following the date on which an otherwise eligible employee terminates employment so long as the employee otherwise met the criteria specified in section 112.1816(2), when he or she terminated employment and was not subsequently employed as a firefighter following that date.

Article 38
FAMILY MEDICAL LEAVE ACT

Family Medical Leave Act-Family (FMLA-Family Leave) shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks, within a twelve (12) month period, under particular circumstances that are critical to the life of a family. FMLA is unpaid leave. However, if an employee has accumulated sick, vacation, or any other paid leave, he may use that leave time to continue to get paid while on FMLA leave. FMLA-Family leave may be taken for the following reasons:

- Upon the birth of the employee's child.
- Upon the placement of a child with the employee for adoption or foster care.
- When the employee is needed to care for a child, spouse, or parent who has a serious health condition.

Family Medical Leave Act-Employee (FMLA-Employee Leave) shall be defined as an approved absence available to eligible employees for up to thirty-six (36) weeks, within a twelve (12) month period or the total amount of the employee's accumulated leave at the time of the request, whichever is greater, for the following reasons:

- When the employee is unable to perform the functions of their position because of a serious health condition.

If an employee takes a leave for qualifying FMLA circumstances, but is paid for all or a portion of that time using accrued vacation or sick leave, that time will be counted toward the twelve (12) weeks of FMLA leave. If an employee takes a leave for qualifying FMLA and utilizes less than 36 weeks in the 12 month period, the balance of leave shall be available to the employee should the illness or injury recur in that 12 month period. The City reserves the right to count qualifying worker's compensation leave as FMLA time such that if an employee is out on worker's compensation leave such leave may run concurrently with the employee's annual FMLA leave.

Eligibility

In order to be eligible for an FMLA absence, an employee must have been employed by the City of Bradenton for at least twelve (12) months in total, and must have actually worked at least 1,250 hours during the 12-month period preceding the commencement of a leave

Basic Regulations and Conditions of Leave

The City of Bradenton will require medical certification to support a request for an FMLA absence. The certification form provided by the City of Bradenton lists the information required. By way of example: when the employee is on medical leave for their own serious health condition, the certification must include the statement that the employee is unable to perform the essential functions of their position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, and in accordance with the regulations under the FMLA, the City of Bradenton may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ the City of Bradenton, at its own expense, may require the binding opinion of a third party health care provider.

Leave may be taken on an intermittent or reduced leave schedule when medically necessary for a serious health condition of the employee or their spouse, child, or parent. Leave on an intermittent or reduced schedule basis is not available for the birth of a child or the placement of a child through adoption or foster care. If leave is requested on an intermittent or reduced schedule basis, the City of Bradenton may transfer the employee temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay for hours worked and benefits. Benefits based on hours worked may be proportionately reduced in such a circumstance. Spouses who are both employed by the City of Bradenton are entitled to a total of twelve (12) weeks of leave (rather than twelve weeks each) for birth, adoption or placement of a child for foster care. The exception to this would be for the employee's own or a child's serious health condition. In this case, each eligible employee shall be entitled to twelve (12) weeks of leave. Entitlement to leave for the birth of a child or for placement of a child through adoption or foster care expires twelve (12) months after the event.

Notification and Reporting Requirements

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leaves so as not to disrupt City of Bradenton or department operations. In cases of illness, the employee will be required to report periodically on their leave status and intention to return to work.

For employees returning to work from leave required by the employee's own serious health condition, the City of Bradenton requires that the employee submit certification from the employee's health care provider that the employee is able to resume work. The return of an employee can be delayed for any employee who fails to provide the necessary return-to-work certification described above.

Status of Employee Benefits During Leave of Absence

Any employee who is granted an approved leave of absence for FMLA purposes is advised to provide for the retention of their group insurance coverage by arranging to pay any required premium contributions during the period of unpaid absence. In the event an employee elects not to return to work upon completion of an approved leave of absence, the City of Bradenton may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlements based upon hours worked or length of service will be calculated as of the last paid workday prior to the start of any unpaid leave of absence except as otherwise provided by law. Leaves of absence granted for FMLA purposes, which are compensated by accrued leave shall not affect benefit entitlements based upon length of service. Questions regarding the specific impact of FMLA on any particular benefit should be directed to Human Resources, in writing.

Procedures:

The employee must submit a completed "Family Medical Leave Absence Request" form in duplicate. This form should be completed in detail, signed by the employee and the treating health care provider and submitted to the department supervisor for proper approvals, and submitted to the Human Resources Department. If possible, the form should be submitted thirty (30) days in advance of the effective date of the requested leave. All requests for Family Medical Leaves of Absences must include the information specified in the form.

Article 39
WORKERS COMPENSATION

The City agrees to compensate employees during the first 7 days of any line of duty injury or illness which prevents the employee from working so that the employee suffers no loss of wages or accrued leave during this period.

Article 40
EMERGENCY MEDICAL SERVICES (EMS)

The City and union agree to continue to collaborate on policies, procedures, operational guidelines, etc. regarding delivery of Advanced Life Support services by Bradenton Fire Department personnel. New and/or modified EMS-related policies, procedures, operational guidelines, etc that have a direct impact on terms and conditions of employment shall be agreed to, in writing and posted to the bargaining unit, by the Fire Chief and the Union.

Article 41
MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.

If it is determined in the sole discretion of the Mayor or his/her designee that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, providing that wage rates, overtime and all other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement.

The suspension shall last no longer than ninety (90) days unless the conditions exist which would require the extension of the suspension for a reasonable period of time under the circumstances. Any such extension would be grievable even during such extended period of the declared emergency.

Section 3.

The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, including whether or not just cause exists

for disciplinary action, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

The City will notify the union in writing if the Mayor or his/her designee exercises his/her right to suspend (or extend suspension of) any provisions of the Agreement during a declared local state of emergency. The notice shall include the specific articles that he/she is suspending and the expected length of the suspension. The suspension shall end upon expiration of the declared local state of emergency or the timeframes listed in this article whichever is earlier.

CLEAN R&F

SIGNATURES

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this _____ of _____, 2026.

For the City of Bradenton

_____
Mayor Gene Brown
Chief Executive Officer
City of Bradenton

_____
Rob Perry
City Administrator
City of Bradenton

For IAFF, Local 2546:

_____
Doug Huffman
D.V.P
IAFF, Local 2546

CLEAN R&F

Appendix A-1
PAY PLAN: YEAR 1

Pay Schedule to be implemented on the first day of the first full pay period that begins after 10/1/25:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter – Probationary	$19.0806					
Firefighter – 4th Class	$21.4658	$21.4658	$21.4658	$21.4658	$21.4658	$21.4658
Firefighter – 3rd Class	$23.8507	$23.8507	$23.8507	$23.8507	$23.8507	$23.8507
Firefighter – 2nd Class	$26.2360	$26.2360	$26.2360	$26.2360	$26.2360	$26.2360
Firefighter – 1st Class	$29.2174	$29.7791	$30.3411	$30.9030	$31.4648	$32.0699
Driver/Engineer	$30.4098	$30.9947	$31.5794	$32.1643	$32.7492	$33.3790
Driver/EMT	$32.5229	$33.1306	$33.7384	$34.3461	$34.9538	$35.6260
Lieutenant	$35.4780	$36.1602	$36.8424	$37.5249	$38.2071	$38.9419
Captain	$39.0557	$39.8067	$40.5578	$41.3090	$42.0600	$42.8688
Fire Inspector - Probationary	$27.8513					
Fire Inspector - 4th Class	$31.6695	$31.6695	$31.6695	$31.6695	$31.6695	$31.6695
Fire Inspector - 3rd Class	$35.4876	$35.4876	$35.4876	$35.4876	$35.4876	$35.4876
Fire Inspector - 2nd Class	$39.3059	$39.3059	$39.3059	$39.3059	$39.3059	$39.3059
Fire Inspector - 1st Class	$43.1241	$43.9534	$44.7828	$45.6121	$46.4413	$47.3343
Certified Fire Inspector - Probationary	$32.3430					
Certified Fire Inspector - 4th Class	$36.1613	$36.1613	$36.1613	$36.1613	$36.1613	$36.1613
Certified Fire Inspector - 3rd Class	$39.9795	$39.9795	$39.9795	$39.9795	$39.9795	$39.9795
Certified Fire Inspector - 2nd Class	$43.7981	$43.7981	$43.7981	$43.7981	$43.7981	$43.7981
Certified Fire Inspector - 1st Class	$47.6166	$48.5323	$49.4481	$50.3637	$51.2796	$52.2657
Deputy Fire Marshal	$53.4561	$54.4841	$55.5122	$56.5400	$57.5682	$58.6752

Step 1=0-4 years of service
Step 2=5-9 years of service
Step 3=10-14 years of service
Step 4=15-19 years of service
Step 5=20-24 years of service
Step 6=25+ years of service

CLEAN

Union: DA Tentative Agreement on: 3/2/26 City: RP

Appendix A-2
PAY PLAN: YEAR 2

To be implemented on the first day of the first full pay period that begins after 10/1/26:

The hourly rates listed in the pay schedule in Appendix A-1 shall be increased by seven percent (7%). The City shall have the right to reduce this increase by 1.25%, resulting in an increase of 5.75%, if any of the following events occur between 10/1/2025 and 10/1/2026:

1. A constitutional amendment is implemented in the State of Florida, modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, which results in a reduction in the total ad valorem tax collected by the city greater than 5% below the year prior to the amendment's implementation.

2. The city's total taxable value, as determined by the Manatee County Property Appraiser, declines greater than 5% below the prior year.

Should either event occur, and the City exercises their right to reduce the wage increases, the City must notify the Union if they intend to do so no later than 7 days prior to the first day of the first full pay period that begins after 10/1/26.

Upon implementation of the wage increases required by this article, the City and the Union shall publish the implemented hourly rates and pay schedule as a Memorandum of Understanding to Appendix A-2 and it shall become a part of this agreement.

CLEAN P&F

Union:_____ Tentative Agreement on: 3/2/26 City: RP

Appendix A-3
PAY PLAN: YEAR 3

To be implemented on the first day of the first full pay period that begins after 10/1/27 or upon implementation of the 53 hour workweek for Shift Personnel (whichever occurs first):

The hourly rates listed in the pay schedule, published as a Memorandum of Understanding to Appendix A-2 shall be increased by an amount that results in each position and step in the pay schedule being increased by seven percent (7%) annually*.

*Due to the implementation of the 53 hour workweek for Shift Personnel, the increase to hourly rates for Shift Personnel shall reflect a percentage which results in an equivalent annual base pay increase to that which would have resulted from an hourly rate increase of seven percent (7%) had the shift personnel not had their hours of work reduced. For the purposes of this calculation, annual base pay includes: regular wages, overtime pay earned working the employee's normal schedule (6 hours per pay period), and holiday pay.

The City shall have the right to reduce this increase by an amount equivalent to 1.25% annually if the following event(s) occurs between 10/1/26 and 10/1/2027:

1. A constitutional amendment is implemented in the State of Florida, modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, which results in a reduction in the total ad valorem tax collected by the city greater than 5% below the year prior to the amendment's implementation.

2. The city's total taxable value, as determined by the Manatee County Property Appraiser, declines greater than 5% below the prior year.

Should either event occur, and the City exercises their right to reduce the wage increases, the City must notify the Union of their intent to do so no later than 7 days prior to the first day of the first full pay period that begins after 10/1/27.

Upon implementation of the wage increases required by this article, the City and the Union shall publish the implemented hourly rates and pay schedule as a Memorandum of Understanding to Appendix A-3 and it shall become a part of this agreement.

CLEAN REF

Appendix A-4
PAY SCHEDULE: WORKING IN A HIGHER CLASSIFICATION

Hourly rates for working in a higher classification:

Positions	On 10/1/25*	On 10/1/26*	On 10/1/27*
FF to ENG	$1.24	Increased by	Increased by
FF to EMT	$3.40	the same	the same
ENG to EMT	$2.16	percentage	percentage
FF to LT	$6.50	as the Year 2	as the Year 3
ENG to LT	$5.27	hourly rates for	hourly rates for
EMT to LT	$3.10	Shift Personnel	Shift Personnel
LT to CAP	$3.71	in the	in the
CAP to BC	$3.90	Rank & File Unit.	Rank & File Unit.

Upon implementation of the hourly rates referenced in this article, the City and the Union shall publish the implemented hourly rates and pay schedule for Working in a Higher Classification as a Memorandum of Understanding to Appendix A-4 and it shall become a part of this agreement.

*The first day of the first full pay period that begins after this date.

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AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Supervisory Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Seeking City Council approval of agreement subject to ratification by the Bradenton Fire Department's Association International Fire Fighters as exclusive bargaining agreement for Supervisory Bargaining Units.

This three-year union contract, as reviewed by BFD senior operational leadership, along with fiscal, administrative, and legal review provides numerous articles related to salary adjustments in order to attract, retain, recruit, and develop key qualifications, advanced skill sets, technical expertise, and training program to further improve City objectives and goals concerning enhanced fire protection, suppression, rescue, and medical programs to our citizens and City.

This three-year contract follows the City's last union contract with BPD in order to bring public safety salaries to competitive levels with surrounding comparative agencies.

FINANCIAL IMPACT:
Per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Approved as to legal sufficiency by Greg Hearing, Esq.

SUGGESTED MOTION:
Motion to approve the Supervisory Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546 subject to ratification.

ATTACHMENTS:
Supervisory Bargaining Unit Agreement

SUPERVISORY BARGAINING UNIT AGREEMENT

between

the City of Bradenton

and,

the Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546

October 1, 2025 through September 30, 2028

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Union DA Tentative Agreement on: 3/2/26 City: RCP

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Union DA Tentative Agreement on: 3/2/26 City: RCP

Article 1
AGREEMENT

THIS AGREEMENT, made and entered into this __ day of _____, 2026 , by and between **THE CITY OF BRADENTON, FLORIDA** (herein called "City") and the **SUNCOAST PROFESSIONAL FIREFIGHTERS & PARAMEDICS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2546,** (herein called the "Union").

It is understood that the use of masculine gender terms in this Agreement shall apply to both men and women.

Article 2
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of Collective Bargaining over wages, hours, and other terms and conditions of employment for the following personnel within the Fire Department:

All Fire Department employees in the classifications of Battalion Chief, Fire Marshal, and Training Officer.

The City agrees to voluntarily recognize as members of the Supervisory Bargaining Unit the following classifications should they be created:

Battalion Chief/Paramedic
Fire Marshal/Paramedic
Training Officer/Paramedic
EMS Supervisory Position(s) assigned to twenty-four (24) hour shifts

Probationary employees are members of the bargaining unit and granted all terms, conditions, rights, benefits, and privileges of this agreement with the following exception:

- The City may terminate any member of the Supervisory Bargaining Unit within their first 365 days of employment with the Fire Department without just cause. Members promoting into the Supervisory Bargaining Unit from the Rank & File Unit are not subject to this exception unless they are within their first 365 days of employment with the Fire Department, including time spent in the Rank & File Unit.

Article 3
DUES DEDUCTION

Section 1. The Employer agrees to withhold Union Dues of each employee member who authorizes such payroll deduction by the execution and submission to

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the Employer of a signed and dated dues deduction form. Such deductions shall be made bi-weekly.

Section 2. The Union shall notify the Employer in writing of the amount of dues to be deducted each pay period. Any changes in the amount to be deducted shall be made in writing to the Employer at least thirty (30) days prior to the effective date of the change.

Section 3. The Union shall indemnify and hold the Employer harmless against any claims made against the Employer on account of such deductions. No deduction shall be made during a pay period in which the amount due the employee, less withholding tax, pension and/or Social Security payments and any other deduction required by law is insufficient to cover the amount of the dues to be deducted.

Section 4. Dues deduction shall remain in effect for as long as the Union is the certified bargaining agent and the employee is a member of the bargaining unit, unless the employee revokes the authorization, in writing to the Employer and the Union at least thirty (30) days prior to the effective date of the revocation of authorization.

Section 5. The Union shall notify the Employer in writing of the address of the Union office authorized to receive the dues and of any changes thereto. The amount of dues deducted by the Employer shall be transmitted to the Union by mail on a bi-weekly basis.

Bradenton Firefighters Benevolent Fund (BFBF) Dues

The Employer agrees to withhold BFBF dues of each employee member who authorizes such payroll deduction by the execution and submission to the Employer of a signed and dated dues deduction form. Such deductions shall be made bi-weekly.

The BFBF shall notify the Employer in writing of the amount of dues to be deducted each pay period. Any changes in the amount to be deducted shall be made in writing to the Employer at least thirty (30) days prior to the effective date of the change.

Dues deduction shall remain in effect until the employee revokes the authorization, in writing to the Employer at least thirty (30) days prior to the effective date of the revocation of authorization.

The dues deducted by the Employer shall be transmitted to the BFBF using a mutually agreed upon method and timetable.

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Article 4
GRIEVANCE AND ARBITRATION/DISCIPLINE

1. The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall not be subject to this Grievance and Arbitration procedure. Employee discipline may be appealed in accordance with the "Discipline" section of this article.

2. A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section so identified.

3. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. The grievance procedure shall be administered in the following manner:

Step 1.
The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the Assistant Chief or their designee. The filing of a grievance shall be done within five (5) working days of when the grievant knew or should have known of the event giving rise to the grievance.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 0800 to 1700 hours, Monday through Friday, excluding City recognized holidays. The Assistant Chief shall meet with the grievant within five (5) working days of receipt of the grievance and shall submit his or her decision in writing to the grievant within five (5) working days from the date of the meeting.

Step 2.
If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Assistant Chief's response, to the Fire Chief, within five (5) working days of the date the grievant received the Assistant Chief's response. Within

five (5) working days from his or her receipt of the grievance, the Fire Chief or his designee shall provide his answer to the grievance.

4. If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

   (a) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the grievant.

   (b) Within five (5) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

   Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

   (c) The arbitrator shall arbitrate only the issues presented.

   (d) Neither the Union nor the City may present evidence or arguments to the arbitrator which were not presented in the grievance procedure leading up to the arbitration. Evidence unknown to

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either party during any grievance step may be used in arbitration if the evidence is first presented to the opposing party at least seven days before the date set for hearing. The discovery and presentation of previously unknown evidence shall be cause for postponement or cancellation of the hearing by either party. If the late discovery and late presentation of such evidence results in a postponement or cancellation of the hearing, all costs associated with such postponement or cancellation shall be borne equally by the parties unless postponement or cancellation was caused by one party's failure to comply with the seven (7) day requirement; in which case, the party failing to comply shall bear the entire cost of postponement or cancellation. In case of a postponement, within five (5) days of such postponement the parties shall confer with the arbitrator to set a new hearing date.

(e) In the event the Fire Chief fails to meet with the grievant as provided in Section 3, Step 2, all evidence to be used in arbitration by either party shall be considered previously unknown evidence as provided in Section 4(d).

DISCIPLINE

Employees covered by this Agreement are not considered to be "at will" employees and can be disciplined, for just cause, in accordance with the Bradenton Fire Department Organizational Guidelines in place at the time of ratification of this Agreement. Employees shall have the right to exercise the Merit System Personnel Board Procedure contained in Sections 8.5-8.7 of the City of Bradenton Employee Handbook (2010 Edition) in order to appeal the following disciplinary actions:

- Dismissal/Termination
- Involuntary demotion with reduction in compensation (Not during the probationary/evaluation period outlined in this Agreement)
- Suspension

The Union shall have the right to represent and act on the employee's behalf at every step of the Merit System Personnel Board appeals process.

Article 5
PREVAILING RIGHTS

All prevailing rights, obligations, duties, policies, rules, regulations and practices which are mandatory subjects of bargaining or impact mandatory subjects of bargaining that are known by the Fire Chief and not addressed or modified by this Agreement shall remain in full force and unaffected. Each party recognizes the rights of the City and the Union as they apply to the modification of any of the above items as well as any right to negotiate over any change as required by Florida Law.

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Article 6
UNIFORMS

1. The City shall continue to provide employees with uniforms in accordance with current practice.

2. Since there are several variations of the Bradenton Fire Department official uniform, the Bradenton Fire Department Standard Organizational Guide, Section 3.80, shall determine the appropriate uniform based on the planned activity.

3. Employees shall not be restricted from wearing an approved uniform solely because of the presence of tattoos on their body. This provision does not prevent the administration from requiring an employee to cover a tattoo on the face, neck, head, or a tattoo that depicts profanity, pornography, obscenity, or vulgar images.

Article 7
EDUCATION

The City agrees to pay for and reimburse employees for educational courses and seminars as specified in the Bradenton Fire Department Standard Organizational Guide, Section 3.70, and through the established Professional Development policy (Section 9.12 of the City of Bradenton Employee Handbook).

Classes that are required in order to maintain an employees' current position or are required in order to obtain a promotion into another bargaining unit position, shall be reimbursed by the City of Bradenton at 100%, so long as the individual receives a passing grade. The employee shall be approved for any time off required for the classes, provided there is no extraordinary operational impact as a result of the time off.

The City shall have the right to make changes to the above-mentioned practices, policy, and procedures only if agreed to by the Fire Chief and the Union, in writing.

Article 8
HOURS OF WORK AND OVERTIME

Employees covered by this bargaining agreement are exempt pursuant to the FLSA and are not eligible for overtime pay at one and one-half times the employees' hourly rate. The City shall pay "straight time" and/or "Compensatory Time" for work, authorized by the Fire chief or his/her designee, performed in excess of two (2) consecutive hours, that is in addition to an employee's normally scheduled duties.

No later than the first day of the first full pay period that begins after October 1, 2027, the union and the administration shall agree upon, and the administration shall implement, the following schedule for shift personnel: Personnel will continue to be assigned a "24 hours on/48 hours off" schedule with every eighteenth (18th) shift being

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assigned as a "Recovery Day"(RD). This schedule shall also be referred to as a "Fifty-three-hour workweek". Personnel will not be scheduled to work their normal shift or subject to mandatory overtime (with the exception of declared emergencies, disasters, or other conditions that require the recall of personnel) on their Recovery Day.

State of Emergency

Upon the declaration of an emergency by the City, or when normal operations are otherwise declared suspended due to an emergency event, supervisory employees will be compensated pursuant to City of Bradenton Resolution Number 24-55.

State Mutual Aid Deployment

If supervisory employees are deployed for a state mutual aid incident, they will be compensated in accordance with BFD Standard Operational Guide 3.56 Emergency Pay for State Mutual Aid Deployment.

Fire Marshal

The fire marshal shall be available for response and/or communications while not utilizing leave time or otherwise approved to be unavailable by the fire chief or his/her designee. The fire marshal shall be guaranteed on-call pay of no less than five (5) hours of straight time pay per pay period. If the fire marshal's response exceeds five (5) hours of work within a pay period, the fire marshal will be paid straight time or compensatory time, at the employee's discretion, hour for hour in excess of five (5) hours.

The current system, in place at the time of ratification, of "Compensatory Time" being awarded for an employee's normally scheduled duties shall remain in place.

Article 9
WAGES

Employees shall be paid according to the wage schedules in the Appendix, beginning on the first day of the first full pay period that begins after the implementation of this Agreement. The pay schedule(s) shall apply on the date(s) listed in the Appendices.

Newly promoted employees (employees promoted into the Supervisory Unit after this Agreement has been implemented) shall be placed into the pay scale below.

Holidays

Twenty-four (24) hour shift employees shall be paid 12 hours of Holiday pay for each of the City Holidays listed below:

Employee Birthday
New Year's Day
Martin Luther King Jr. Birthday
Presidents' Day
Good Friday
Memorial Day

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Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Ten (10) hour shift employees shall receive the above listed days as paid days off.

Holidays falling on a weekend may be observed on the preceding Friday or following Monday, in accordance with the Council approved holiday schedule.

Years of service shall be defined as: Complete years of full time City of Bradenton Fire Department employment

All personnel shall maintain valid certifications and/or licenses, as required by the job description, of their current position at all times.

Article 10
SPECIAL EVENTS

The current policies, practices, and procedures in place at the time of ratification for Special Events and compensation for Special Events shall remain in place.

The union and administration agree that changes to this article may be implemented by mutual agreement of the administration and union.

Contracted Special Details

Contracted Special Details are voluntary opportunities provided by the department for BFD employees to work off duty assignments related to their job functions. Contracted Special Details shall be governed by the Bradenton Fire Department SOG 1.20 which shall be mutually agreed upon by the administration and union.

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Article 11
SPECIALTY PAY

Employees, who are active members of the Bradenton Fire Department's Technical Rescue Team (TRT), Marine Program, Advanced Life Support Program, and those certified as proficient in a second language shall receive Specialty Pay in accordance with this article. Eligible members will be paid at the bi-weekly rates listed in this article.

Technical Rescue Team

Team Assignments*	**Rate**

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Team Members Ops.:	$50.00
FLUSAR Rescue Spec.:	$100.00
Shift Leader/Driver:	$100.00
TRT Team Lead Asst.:	$100.00
TRT Team Leader:	$125.00

*TRT members are eligible for only one of these assignments

Standalone (additional) Specialty Pay for team members

Swiftwater Tech Level:	$10.00

Selection of new team members, continued participation of active team members, and selections for specialty assignments shall be governed by Section 3.60 of the Bradenton Fire Department Policies and Rules. Any changes to this policy shall be agreed to by the Fire Chief and the Union, in writing.

The team shall consist of a minimum of twenty two (22) active Technical Rescue Team members, which may include the team leader.

The City agrees to provide funding for TRT training exercises to be held no less than annually and educational courses/training required for current team members to maintain their membership on the TRT. Educational courses/training for prospective team members shall be governed by Article 7 of this Agreement and its referenced policies.

Marine Program

Team Assignments	**Rate**
Boat Operators:	$20.00
Shift Leaders:	$25.00
Marine Program Leader:	$50.00

Selection of new team members, continued participation of active team members, and selections for specialty assignments shall be governed by Section 3.65 of the Bradenton Fire Department Policies and Rules. Any changes to this policy shall be agreed to by the Fire Chief and the Union, in writing.

The team shall consist of a minimum of ten (10) active members, which may include the team leader.

The Marine Program requires one (1) Team Leader, one (1) Shift Leader per shift, and at least two (2) Boat Operators per shift.

Advanced Life Support Program

Beginning on the first day of the first full pay period that begins after the dates listed below, employees in any classification with a valid Paramedic Certification shall be paid the following annual incentives:

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October 1, 2025: $3,000 annually (Approx. $115 per biweekly pay period)

October 1, 2026: $6,000 annually (Approx. $231 per biweekly pay period)

October 1, 2027: $9,000 annually (Approx. $346 per biweekly pay period)

The administration shall make every effort to equitably and fairly rotate Paramedic-In-Charge (PIC) assignments amongst those eligible to serve in those assignments.

Second Language Proficiency

Bargaining unit members who are proficient in one of the languages listed below shall be eligible to receive Second Language Pay of thirty dollars ($30) per bi-weekly pay period. An employee shall be deemed to be proficient in a spoken language only after they obtain a rating of nine (9) or higher on the "Speaking and Listening Assessment" administered by ALTA Language Services Inc. An employee shall be deemed proficient in American Sign Language only after they obtain a score of three (3) or higher in the American Sign Language Proficiency Interview (ALSPI) administered by Gallaudet University. The employee is responsible for bearing the cost(s) associated with the assessment/interview and must schedule the assessment/interview at a date and time so that it may be monitored by the Administration. The employee must prove proficiency every five (5) years unless this requirement is waived by the Administration, in writing. Employees can request that their requirement to prove proficiency be waived only after being proven proficient by a prior assessment/interview. Employees proficient in more than one of the languages listed below are not eligible for more than the standard Second Language Pay amount of thirty dollars ($30), bi-weekly.

Spanish
Haitian Creole
Portuguese
French
Russian
German
Italian
American Sign Language

Article 12
REPLACEMENT OF PERSONAL PROPERTY

The City will replace or repair employees' personal property, which has been lost, damaged or destroyed because of an unavoidable work occurrence and only as provided in this section.

a. The City will replace or repair the watch or timepiece of an employee whose work assignment requires its use, if the watch is lost, damaged or destroyed, to a maximum of $50.00.

b. The City will replace or repair prescription glasses to a maximum cost of $300.00.

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Article 13
STAFFING

The current, three (3) fire stations shall be staffed by no less than one (1) Battalion Chief (or Acting Battalion Chief in accordance with current practice in place at the time of ratification) daily.

Article 14
LEAVE TIME ACCRUAL AND USAGE

Vacation and sick leave accrual and usage rates shall remain unchanged and continue as follows:

- Vacation leave shall be earned at the rate of four and sixty-two hundredths (4.62) hours per pay period (bi-weekly).
- Twenty-four (24) hour shift employees utilizing vacation leave shall be charged sixteen (16) hours of vacation leave time per twenty-four (24) hour shift. Forty (40) hour employees utilizing vacation leave shall be charged ten (10) hours of vacation leave per ten (10) hour shift.
- Sick leave shall be earned at the rate of three and seven-tenths (3.70) hours per pay period (bi-weekly).
- Beginning on January 1, 2020, twenty-four (24) hour shift employees utilizing sick leave shall be charged eight (8) hours of sick leave time per twenty-four (24) hour shift for the first four (4) occurrences* of usage in a calendar year. Occurrences five (5), six (6), seven (7), and eight (8) shall charge twelve (12) hours of sick leave time per twenty-four (24) hour shift. Occurrences more than eight (8) shall charge twenty-four (24) hours of sick leave per twenty-four (24) hour shift. Any sick leave approved under the City's Family Medical Leave Act (FMLA) policy or FMLA provisions contained in this Agreement shall be charged at eight (8) hours of sick leave per twenty-four (24) hour shift.
- Forty (40) hour employees utilizing sick leave shall be charged ten (10) hours of leave per ten (10) hour shift.
- The current system of "bonus vacation days" as outlined in the City of Bradenton Employee Handbook, at the time of ratification, shall remain in effect and unchanged.
- Employee's vacation leave banks shall continue to be limited to two hundred eighty (280) hours of "carry over" vacation leave between calendar years.

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*Occurrence shall be defined as a single illness or injury that results in the usage of sick leave, regardless of the amount of leave utilized. Example: An employee utilizes sick leave for two (2) shifts due to a single illness. This would be considered one (1) occurrence.

Vacation Availability

There shall be no less than four (4) "slots" available for shift personnel to schedule vacation leave. These "slots" may be filled by any combination of shift personnel i.e. officers, engineers, firefighters, etc. The only exception shall be that no more than two officers shall be permitted to schedule vacation leave on the same day and Captains and Battalion Chiefs may not be permitted to schedule vacation leave on the same day. These "slots" shall be available regardless of employees on sick, education, shift exchange, funeral, workers comp, light duty, union pool time, etc. Vacation leave requested by an employee within forty-eight (48) hours of the time requested off shall be granted/denied at the discretion of the shift commander. Upon implementation of the 53 Hour Workweek, there shall be no less than three (3) "slots" available for shift personnel to schedule vacation leave.

For the purposes of only this section, Vacation Leave shall be defined as:
Vacation Leave
Wellness Days
Fitness days
Comp Days
Safety Bonus Days

Vacation leave "buy back" program

Upon termination of employment, the City shall purchase all of an employee's accrued vacation leave, up to a maximum of 280 hours excluding any leave "carried over" upon entry into the Bradenton Firefighters Retirement System's DROP program, at the employee's regular rate of pay.

For employees with hire dates prior to April 15, 2012, upon entry into the Bradenton Firefighters Retirement System's DROP program, the City shall purchase all of an employee's accrued vacation leave, up to a maximum of 280 hours, at the employee's regular rate of pay. Any amount of accrued vacation leave above the 280 hour limit shall remain in the employee's vacation leave bank, however, the amount of "carried over" vacation leave shall NOT be eligible for the buy back program at termination of employment.

EXAMPLE: An employee enters the DROP program with 290 hours of accrued vacation leave.

The City shall purchase 280 hours of vacation leave at the employee's regular rate of pay and 10 hours of vacation leave shall be "carried over" into the DROP.

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The employee then terminates employment after the DROP with 110 hours of accrued vacation leave.

The City shall purchase 100 hours of vacation leave at the employee's regular rate of pay and 10 hours of "carried over" shall not be eligible for the "buy back" program.

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Sick leave "buy back" program

Upon termination of employment and also for employees with hire dates prior to April 15, 2012, upon entry into the Bradenton Firefighters Retirement System's DROP program, the City shall purchase one half (1/2) of an employee's sick leave bank, at their regular rate of pay as long as the employee meets one or more of the following criteria:

1. Normal Retirement, as defined by a bona fide City of Bradenton sponsored pension plan.
2. Disability Retirement, as defined by a bona fide City of Bradenton sponsored pension plan.
3. Any other retirement, as defined by a bona fide City of Bradenton sponsored pension plan, in which the employee will receive an immediate retirement benefit from the City of Bradenton sponsored pension plan

Article 15
LEAVE DONATION

1. Employees of the City of Bradenton Fire Department may voluntarily donate vacation leave to another employee of the City of Bradenton Fire Department, when in the opinion of each individual donor employee; there is sufficient reason to do so.

    a. ~~a.~~ Each employee may donate up to two days of vacation leave

    b. Leave donations are limited so that no employee may donate more than a maximum of two leave days to another employee during any twelve month period.

    c. Employees receiving such donations must first exhaust their own personal vacation and sick leave accounts.

    d. All leave time donated shall be deposited in the receiving employee's sick bank.

2. Such donations may be made at any time during the year, providing reasonable written notice is given, on a form to be prescribed by the City.

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Article 16
UNION POOL TIME

The City of Bradenton recognizes the need for elected and/or appointed IAFF employee representatives to be granted leave for the purpose of conducting Union/Bradenton Fire Department business that may arise on the employee representatives' normally scheduled work day. The City shall grant time off with pay from a single pool of time, that eligible representatives shall draw from. The Union Time Pool shall be funded completely through donations of annual fitness leave hours by individual members. Individual members voluntarily completing the Bradenton Fire Department Annual Fitness Program shall donate two (2) of the twenty-six (26) hours earned for completion to the Union Time Pool. The administration and the union shall mutually agree upon a plan to utilize up to 90% of the existing balance of hours in the Union Time Pool (as of the date of implementation of this agreement).

The Union shall transmit a list of the names of eligible representative(s), in writing, to Department Administration annually, in January. The Union may modify this list when required. The Union agrees not to modify this list solely for the purpose of increasing eligibility for Union pool time on a short term basis. Provisions in this article pertaining to the number of "Fitness Days" earned and/or donated to the Union Time Pool may be modified by mutual, written, agreement of the Union and Administration

- Personnel granted Union Pool Time shall be considered off duty
- "elected and/or appointed IAFF employee representatives" shall be defined as: any bargaining unit member either elected or appointed to an official position as listed in the Local 2546, FPF, and/or IAFF Constitution and Bylaws, and listed in the eligibility notice to Department Administration
- "Union/Bradenton Fire Department business" shall be defined as: Any and all Union business which does not directly involve labor issues (bargaining, arbitration, disciplinary hearings, Commission meetings, etc) of a bargaining unit other than the unit(s) recognized by the City of Bradenton in the Collective Bargaining Agreement(s).
- Local/State/International Conventions, Conferences, Educational opportunities, Legislative/Political work, and meetings shall continue to be considered Union/Bradenton Fire Department Business
- The Union shall make every effort to notify the department well in advance of any foreseeable Union Pool Time requests during yearly Vacation Selection.
- Union Pool Time requests received by the department less than 48 hours in advance of the shift involving the request may be denied based on available staffing

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- Any Union Pool Time that directly causes the department to utilize overtime personnel shall be deducted from the time pool at one and one-half (1 ½) times the normal rate

- The department reserves the right to utilize on-call personnel to maintain minimum staffing levels when the employee representative(s) are to be utilizing less than 12 hours of Union Pool Time

- In lieu of granting Union pool time, the department may allow the employee representative(s) to attend Union business within City limits while remaining on duty and available for emergency calls. i.e. City Council meetings, negotiations, committee meetings, etc.

- The Union Pool shall be shared between the Rank and File/Supervisory Units

Article 17
UNION MEETINGS, CORRESPONDENCE, AND E-MAIL

The current practice of allowing the Union to schedule meetings of the bargaining unit at City of Bradenton Fire Stations shall not be modified or revoked in any way.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of union activities.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting union business and correspondence.

Article 18
PROMOTIONS

The Fire Chief, or his/her designee, shall provide to the union, and all eligible Department personnel, a memo outlining the promotional process to be used when a vacancy occurs for one of the bargaining unit positions covered by this contract. This memo shall be provided to the union, and those eligible for promotion, a minimum of 30 days prior to the beginning of the selection process.

Under extraordinary circumstances, the City may post promotional processes with less than 30 days notice as long as all eligible candidates and the Union are reasonably notified.

Probationary/Evaluation Period

Personnel newly promoted into this Supervisory Bargaining Unit after this Agreement is ratified shall be placed in a probationary/evaluation status for one (1) year from the date of promotion. During this probationary/evaluation period the employee shall be subject to quarterly written performance evaluations by his/her supervisor.

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During this probationary/evaluation period the City may return the employee to his/her rank previously held immediately prior to promotion into the Supervisory Unit for less than "Satisfactory" ratings on multiple (more than one) quarterly evaluations. Additionally, during the probationary/evaluation period, the newly promoted employee (at his/her discretion) shall be able to voluntarily return to his/her rank previously held immediately prior to promotion into the Supervisory Unit.

Article 19
PHYSICAL EXAMINATIONS

Each member of the bargaining unit shall undergo a medical physical examination every year. The physical shall be at no cost to the bargaining unit member and will be scheduled on the member's duty day. Any substantial changes in the components of the medical physical examination shall be agreed to by the Fire Chief and the Union, in writing.

If the physical examination administered by the department does not involve a one-on-one consultation with a doctor of medicine (MD) or doctor of osteopathic medicine (DO), the department will reimburse the employee's out-of-pocket expenses, up to $50.00 upon provision of proof of such visit by the employee, for a follow-up visit with an MD or DO of their choice within 90 days of receiving the results of their department administered physical examination.

Retirees* shall be entitled to participate in the department's annual physical examinations for no less than 10 years after their date of termination. All costs of participation in this program shall be borne by the retiree. The administration, in coordination with the Union and Bradenton Firefighters Retirement System, shall develop a mutually agreeable system to notify all eligible retired members of their right to participate in the physical examination program and the costs of doing so.

*For the purposes of this article, "Retiree" means any bargaining unit member that leaves employment with the City and immediately begins collecting a benefit from a City-sponsored retirement plan.

Article 20
STATION SECURITY

Station Security shall continue to be a priority of the Union and the Administration. The Union and the Administration shall continue to collaborate on station security plans and/or policies that ensure the safety of personnel and their belongings.

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Union DH Tentative Agreement on: 2/2/26 City: RCP

Article 21
SANITATION, MAINTENANCE AND UPKEEP

Agricultural, horticultural, major facilities repair and non-routine maintenance services (i.e. painting, plumbing, electrical, carpentry, masonry, and mechanical work) provided at other City locations will be provided at all Fire Station Facilities.

Article 22
LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and maintained for the purpose of improving Labor/Management relations. Personnel assigned to the committee may vary from meeting to meeting with the Fire Chief and the City of Bradenton D.V.P. each choosing up to two (2) additional committee members for each meeting; however the Fire Chief and the City of Bradenton D.V.P. shall be the minimum required to meet. The committee shall meet at least monthly to confer and collaborate on both administrative and operational issues of the Fire Department. The Administration and the Labor/Management Committee shall make every effort to resolve all issues that arise in a manner that is satisfactory to both Labor and Management. All meetings of the Labor Management Committee shall be considered Union business and standard overtime provisions shall not apply.

These positions shall not be in addition to members already appointed or serving from the other IAFF bargaining unit.

Article 23
DISCRIMINATION AND/OR HARASSMENT

The City and the Union agree to act in accordance with The City of Bradenton Employee Handbook with regard to discrimination and/or harassment. No employee or prospective employee will be discriminated against or harassed based on race, color, sex, age, religion, national origin, marital status, or disability.

~~All employees~~ Certified Firefighters shall be afforded the ~~protections~~ contained in the Firefighters' Bill of Rights, sections 112.80 – 112.84, Florida Statutes (2024), which shall be deemed fully incorporated herein.

Article 24
COMMITTEE APPOINTMENTS

The Union shall be permitted to appoint a representative to all standing and future City of Bradenton Committees (and/or workgroups) that address employee benefits and/or terms and conditions of employment (i.e. Health Insurance Committee, Benefits Committee, etc). This representative shall be appointed in addition to any representative that the Fire Department may be entitled to appoint to such committees. The City shall give reasonable notice of all committees to the Union D.V.P and he/she shall provide the City with an appointee in a timely manner. The presence and/or

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participation of a Union representative in committees dealing with subjects of bargaining shall not be considered formal bargaining between the City and the Union. The Union appointed Committee representative may be either a voting or a non-voting member, at the discretion of the Committee Chair with the exception of the union appointee to the City Insurance and Benefits Committee, who shall be a voting member of the committee.

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These positions shall not be in addition to members already appointed or serving from the other IAFF bargaining unit.

Article 25
RETIREE HEALTH INSURANCE

The City shall provide all normal, early, and disability retirees with the same health insurance plan and dependent coverage as current City employees.

Employees that retire under "normal" or "line of duty disability" provisions, and those that retire under "early" provisions with at least 20 years of credited service and terminated their employment on or after 4/1/2022 , as defined by the employee's applicable retirement plan, shall be paid a stipend of eighteen dollars ($18) per month for each year of full time employment with the City of Bradenton. Employees that retire under "early" (with less than 20 years of credited service and/or terminated their employment prior to 4/1/2022) or "not in the line of duty disability" conditions, as defined by the employee's applicable Pension Plan, shall be paid a stipend of ten dollars ($10) per month for each year of full time employment with the City of Bradenton. Employees shall not accrue more than twenty-eight years of full time employment credit for the Retiree Health Insurance Stipend.

The City agrees to deduct pre-tax employee contributions for a voluntary employees' beneficiary association (VEBA), retiree medical trust (RMT), medical expense reimbursement plan (MERP), or similar instrument upon the request of the union. The City and union agree to coordinate and collaborate on the creation and costs (including how the costs will be borne) of such a plan if the employees exercise this option.

The City agrees to open negotiations on this article annually, during the months of June, July, and/or August at the request of the Union, with the following terms:

- Either party may unilaterally end these negotiations at any time, in which case the current article will remain in full force.
- Neither party will exercise their right(s) to declare and/or resolve an impasse as outlined in Florida Statutes Chapter 447.403.

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Article 26
INDEMNIFICATION

The City will provide defense of employees from civil suits from tort liability incurred while acting in the scope of employment, and pursuant to the guidelines set out in Section 768.28, Florida Statutes, agrees to hold harmless within the limitations set out in Section 768.28, Florida Statutes, and protect said employee from civil liabilities only, resulting from any act, event or omission of action in the scope of his employment of function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Article 27
SEVERABILITY AND WAIVER

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause, clauses or portion thereof shall be determined to be in violation of any law or otherwise held invalid by the proper legislative or judicial authority, then and in the event of such clause or clauses only, to the extent that they may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the remainder of this Agreement, clause of part thereof in which the violating language may appear. Upon the issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on substitute article, clause or portion thereof.

The exercise or non-exercise of the rights or privileges covered by this Agreement by the City or the Union shall not be deemed to waive any such right or privilege or the ability to exercise such right or privilege in the future.

Article 28
ENTIRE AGREEMENT

The parties agree that the provisions contained herein represent the full and complete understanding between them as to wages, hours and other terms and conditions of employment. Each party had the opportunity and the right to negotiate over any subject not removed by law from the area of collective bargaining. Therefore, the parties agree that negotiations will not be reopened on any item or the impact of any item covered by this Agreement, during the life of the contract except as provided herein.

It is understood by both parties that although this agreement will be retroactively implemented to be effective as of October 1, 2025, the City is not required to retroactively calculate and award "back wages" or reimbursements related to the following articles/provisions of this agreement:

- Specialty Pay

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- Pension contribution refunds

Article 29
DURATION

This Agreement shall become effective on October 1, 2025 and shall remain in effect through September 30, 2028. In regards to modification of this Agreement, all rights and/or limitations established by Florida law shall be retained by both parties.

Article 30
SUCCESSORS AGREEMENT

This Agreement shall be binding upon the successors and the assigns of the parties hereunto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party. This provision does not affect Management's inherent right to determine the best way to provide fire service to the residents of the City of Bradenton.

Article 31
PENSION

The current Local pension plan and all practices, policies, procedures, and benefits associated with it, in effect at the time of ratification, shall remain in effect with only the following changes:

Beginning on the first day of the first full pay period that begins after ratification of this agreement, the employee contribution shall become 9% of salary*.

Beginning on the first day of the first full pay period that begins after October 1, 2026, the employee contribution shall become 8% of salary*.

Beginning on the first day of the first full pay period that begins after October 1, 2027, the employee contribution shall become 7% of salary*.

The City and Union shall agree upon language to be included in the Bradenton Firefighters Retirement System City Ordinance that defines "Contracted Special Details" and allows pay for these Contracted Special Details to be excluded from firefighters' salary (pensionable earnings) as defined by the Bradenton Firefighters Retirement System. This agreement and any resulting ordinance changes shall not diminish a firefighter's right to a disability pension due to injuries, illnesses, conditions, or disabilities incurred while working Contracted Special Details.

*Salary: As defined in the Bradenton Firefighters Retirement System Ordinance

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Any bargaining unit member serving in an official capacity with the Bradenton Firefighters Retirement System shall be granted one (1) shift off with pay, annually, for the purpose of attending required continuing education classes, seminars, conferences, or conventions. The official shall request the time off with no less than thirty (30) days notice.

Article 32
DRUG FREE WORKPLACE

The City of Bradenton Drug Free Workplace Program, which was effective for City employees on February 10, 2016, shall become effective on the date of implementation of this Agreement.

Article 33
SAFETY & HEALTH

The City agrees to abide by all pertinent requirements of the Florida Firefighters Occupational Safety and Health Act (Sections 633.502-633.536, Florida Statutes) (2025); and the Firefighter Employment Standards, Chapter 69A-62 of the Florida Administrative Code).

Cancer Prevention and Treatment

The City agrees to abide by Florida Statutes, Chapter 112.1816 in addition to making every effort to implement best practices for cancer prevention and screenings. At least annually, the department safety committee shall conduct a review of the department's compliance with the "Cancer Prevention Best Practices Checklist", Florida Administrative Code Rule 69A-62.025, and offer recommendations to the administration for improved compliance and adoption of best practices.

Regardless of an employee's continuance of coverage in the City-provided health insurance plan after he or she terminates employment, the benefit payment listed in section 112.1816(2)(b), Florida Statutes (2024), currently $25,000, must be made available by the City for 10 years following the date on which an otherwise eligible employee terminates employment so long as the employee otherwise met the criteria specified in section 112.1816(2), when he or she terminated employment and was not subsequently employed as a firefighter following that date.

Article 34
FAMILY MEDICAL LEAVE ACT

Family Medical Leave Act-Family (FMLA-Family Leave) shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks, within a twelve (12) month period, under particular circumstances that are critical to the life of a family. FMLA is unpaid leave. However, if an employee has accumulated sick, vacation, or any other paid leave, he may use that leave time to continue to get paid while on FMLA leave. FMLA-Family leave may be taken for the following reasons:

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- Upon the birth of the employee's child.
- Upon the placement of a child with the employee for adoption or foster care.
- When the employee is needed to care for a child, spouse, or parent who has a serious health condition.

Family Medical Leave Act-Employee (FMLA-Employee Leave) shall be defined as an approved absence available to eligible employees for up to thirty-six (36) weeks, within a twelve (12) month period or the total amount of the employee's accumulated leave at the time of the request, whichever is greater, for the following reasons:

- When the employee is unable to perform the functions of their position because of a serious health condition.

If an employee takes a leave for qualifying FMLA circumstances, but is paid for all or a portion of that time using accrued vacation or sick leave, that time will be counted toward the twelve (12) weeks of FMLA leave. If an employee takes a leave for qualifying FMLA and utilizes less than 36 weeks in the 12 month period, the balance of leave shall be available to the employee should the illness or injury recur in that 12 month period. The City reserves the right to count qualifying worker's compensation leave as FMLA time such that if an employee is out on worker's compensation leave such leave may run concurrently with the employee's annual FMLA leave.

Eligibility
In order to be eligible for an **FMLA** absence, an employee must have been employed by the City of Bradenton for at least twelve (12) months in total, and must have actually worked at least 1,250 hours during the 12-month period preceding the commencement of a leave

Basic Regulations and Conditions of Leave
The City of Bradenton will require medical certification to support a request for an FMLA absence. The certification form provided by the City of Bradenton lists the information required. By way of example: when the employee is on medical leave for their own serious health condition, the certification must include the statement that the employee is unable to perform the essential functions of their position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, and in accordance with the regulations under the FMLA, the City of Bradenton may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ the City of Bradenton, at its own expense, may require the binding opinion of a third party health care provider.

Leave may be taken on an intermittent or reduced leave schedule when medically necessary for a serious health condition of the employee or their spouse, child, or parent. Leave on an intermittent or reduced schedule basis is not available for the birth

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of a child or the placement of a child through adoption or foster care. If leave is requested on an intermittent or reduced schedule basis, the City of Bradenton may transfer the employee temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay for hours worked and benefits. Benefits based on hours worked may be proportionately reduced in such a circumstance. Spouses who are both employed by the City of Bradenton are entitled to a total of twelve (12) weeks of leave (rather than twelve weeks each) for birth, adoption or placement of a child for foster care. The exception to this would be for the employee's own or a child's serious health condition. In this case, each eligible employee shall be entitled to twelve (12) weeks of leave. Entitlement to leave for the birth of a child or for placement of a child through adoption or foster care expires twelve (12) months after the event.

Notification and Reporting Requirements
When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leaves so as not to disrupt City of Bradenton or department operations. In cases of illness, the employee will be required to report periodically on their leave status and intention to return to work.

For employees returning to work from leave required by the employee's own serious health condition, the City of Bradenton requires that the employee submit certification from the employee's health care provider that the employee is able to resume work. The return of an employee can be delayed for any employee who fails to provide the necessary return-to-work certification described above.

Status of Employee Benefits During Leave of Absence
Any employee who is granted an approved leave of absence for FMLA purposes is advised to provide for the retention of their group insurance coverage by arranging to pay any required premium contributions during the period of unpaid absence. In the event an employee elects not to return to work upon completion of an approved leave of absence, the City of Bradenton may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlements based upon hours worked or length of service will be calculated as of the last paid workday prior to the start of any unpaid leave of absence except as otherwise provided by law. Leaves of absence granted for FMLA purposes, which are compensated by accrued leave shall not affect benefit entitlements based upon length of service. Questions regarding the specific impact of FMLA on any particular benefit should be directed to Human Resources, in writing.

Procedures:
The employee must submit a completed "Family Medical Leave Absence Request" form in duplicate. This form should be completed in detail, signed by the employee and the treating health care provider and submitted to the department supervisor for proper approvals, and submitted to the Human Resources Department. If possible, the form

should be submitted thirty (30) days in advance of the effective date of the requested leave. All requests for Family Medical Leaves of Absences must include the information specified in the form.

Article 35
WORKERS COMPENSATION

The City agrees to compensate employees during the first 7 days of any line of duty injury or illness which prevents the employee from working so that the employee suffers no loss of wages or accrued leave during this period.

Article 36
EMERGENCY MEDICAL SERVICES

The City and union agree to continue to collaborate on policies, procedures, operational guidelines, etc regarding delivery of Advanced Life Support by Bradenton Fire Department personnel. New and/or modified EMS-related policies, procedures, operational guidelines, etc that have a direct impact on terms and conditions of employment shall be agreed to, in writing and posted to the bargaining unit, by the Fire Chief and the Union.

Article 37
SHIFT EXCHANGE

The current shift exchange practices, policies, and/or procedures, in place on the date of implementation of this Agreement, shall remain in place with the following changes:

Battalion Chiefs shall be permitted to exchange shifts with Captains and vice-versa, provided there is no extraordinary operational impact due to the shift exchange.

Article 38
MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of

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positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.

If it is determined in the sole discretion of the Mayor or his/her designee that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, providing that wage rates, overtime and all other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement.

The suspension shall last no longer than ninety (90) days unless the conditions exist which would require the extension of the suspension for a reasonable period of time under the circumstances. Any such extension would be grievable even during such extended period of the declared emergency.

Section 3.

The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, including whether or not just cause exists for disciplinary action, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

The City will notify the union in writing if the Mayor or his/her designee exercises his/her right to suspend (or extend suspension of) any provisions of the Agreement during a declared local state of emergency. The notice shall include the specific articles that he/she is suspending and the expected length of the suspension. The suspension shall end upon expiration of the declared local state of emergency or the timeframes listed in this article whichever is earlier.

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SIGNATURES

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this _____ of _____, 2026.

For the City of Bradenton
In accordance with 447.309(1),
Florida Statutes:

_____
Mayor Gene Brown
Chief Executive Officer
City of Bradenton

_____
Rob Perry
City Administrator
City of Bradenton

For IAFF, Local 2546:

_____
Doug Huffman
District V.P.
IAFF, Local 2546

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Union DH Tentative Agreement on: 3/2/26 City: RCP

Appendix (A-1)
PAY PLAN: YEAR 1

Pay Schedule to be implemented on the first day of the first full pay period that begins after 10/1/25:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Training Officer	$59.2677	$60.4074	$61.5472	$62.6870	$63.8267	$65.0541
Fire Marshal	$59.4015	$60.5439	$61.7081	$62.8948	$64.1043	$65.3370
Battalion Chief	$63.0157	$64.2275	$65.4394	$66.6512	$67.8631	$69.1681

*All Ranks shall be paid for a minimum of 2080 hours annually.

Step 1=0-4 years of service
Step 2=5-9 years of service
Step 3=10-14 years of service
Step 4=15-19 years of service
Step 5=20-24 years of service
Step 6=25+ years of service

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Appendix A-2
PAY PLAN: YEAR 2

To be implemented on the first day of the first full pay period that begins after 10/1/26:

The hourly rates listed in the pay schedule in Appendix A-1 shall be increased by seven percent (7%) for the Training Officer and four percent (4%) for all other ranks. The City shall have the right to reduce this increase by 1.25%, resulting in increases of 5.75% and 2.75% respectively, if any of the following events occur between 10/1/2025 and 10/1/2026:

1. A constitutional amendment is implemented in the State of Florida, modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, which results in a reduction in the total ad valorem tax collected by the city greater than 5% below the year prior to the amendment's implementation.

2. The city's total taxable value, as determined by the Manatee County Property Appraiser, declines greater than 5% below the prior year.

Should either event occur, and the City exercises their right to reduce the wage increases, the City must notify the Union if they intend to do so no later than 7 days prior to the first day of the first full pay period that begins after 10/1/26.

Upon implementation of the wage increases required by this article, the City and the Union shall publish the implemented hourly rates and pay schedule as a Memorandum of Understanding to Appendix A-2 and it shall become a part of this agreement.

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Appendix A-3
PAY PLAN: YEAR 3

To be implemented on the first day of the first full pay period that begins after 10/1/27:

The hourly rates listed in the pay schedule, published as a Memorandum of Understanding to Appendix A-2, shall be increased by seven percent (7%) for the Training Officer and four (4%) for all other ranks. The City shall have the right to reduce this increase by 1.25%, resulting in increases of 5.75% and 2.75% respectively, if any of the following events occur between 10/1/2026 and 10/1/2027:

1. A constitutional amendment is implemented in the State of Florida, modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, which results in a reduction in the total ad valorem tax collected by the city greater than 5% below the year prior to the amendment's implementation.

2. The city's total taxable value, as determined by the Manatee County Property Appraiser, declines greater than 5% below the prior year.

Should either event occur, and the City exercises their right to reduce the wage increases, the City must notify the Union if they intend to do so no later than 7 days prior to the first day of the first full pay period that begins after 10/1/27.

Upon implementation of the wage increases required by this article, the City and the Union shall publish the implemented hourly rates and pay schedule as a Memorandum of Understanding to Appendix A-3 and it shall become a part of this agreement.

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Union DA Tentative Agreement on: 3/2/26 City: RP

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorization to Purchase a Server Cluster from DGR Systems for the Bradenton Police Department

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Information Technology Department recommends purchasing a new server cluster to support critical applications for the Police Department. This cluster will support increasing system demands while enhancing the resilience of the overall infrastructure. Server will be procured using Sourcewell Contract #121923 with DGR Systems, LLC. The purchase price of $350,791.50 is being funded by the PSOC COPS Technology Grant.

FINANCIAL IMPACT:
Funded by the PSOC COPS Technology Grant. No matching funds from the City are required.
The total cost may be adjusted upon the Department of Justice's approval of the selected vendor; any cost adjustments will be within the DOJ-approved budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of a Server Cluster from DGR Systems for the Bradenton Police Department.

ATTACHMENTS:

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-31 - Architectural Review Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Andrew Kelly to the Architectural Review Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-31.

ATTACHMENTS:
Resolution 26-31

RESOLUTION NUMBER 26-31

A RESOLUTION REAPPOINTING **ANDREW KELLY** TO THE **ARCHITECTURAL REVIEW BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

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

The Mayor does hereby appoint, and the City Council approves and confirms the reappointment from this date hereof:

ANDREW KELLY for a term to expire February 2029.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 25th day of March, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorization to Purchase of Seven (7) Samsara Cameras for the Solid Waste Fleet

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Public Works and Utilities currently utilizes Samsara's GPS and fleet management system for tracking municipal fleet operations. Approval is requested for an additional cost in the amount of $12,089.56 for seven (7) cameras for the remaining term of 54 months under the existing contract approved by City Council on October 8, 2025. This additional cost is necessary due to the expansion of the new vehicles for the Solid Waste fleet approved by Council. These new vehicles require camera installation to support the Solid Waste Division's proof of service program. The City currently has seven (7) GPS/telematics units in stock; however, the seven (7) additional cameras are needed to fully equip these additional vehicles. There are no changes to the terms and conditions of the original contract; however, the total contract amount will increase from $281,296.50 to $293,386.06. The revised total first-year cost is $43,411.66, with an annual recurring cost of $62,493.60.

FINANCIAL IMPACT:
The necessary funds for this purchase have been allocated across all seventeen (17) divisions within Public Works and Utilities.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Move to approve the purchase of seven (7) Samsara cameras for the Solid Waste Fleet.

ATTACHMENTS:

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order 7 for NW Ward 5 Water Main Improvements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The cast iron water pipes within the NW Ward 5 project area required special insert valves to penetrate the pipe to allow connections to the new system and to abandon the old system. The cost is for the six valves that allowed the new connections.

FINANCIAL IMPACT:
The Change Order will be funded by GL account 40859000-563000-25505.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order 7 for NW Ward 5 Water Main Improvements.

ATTACHMENTS:
Change Order 7

CHANGE ORDER (CO) NO. 7

OWNER/CLIENT: City of Bradenton, Florida PROJECT NO.: 40859000-563000-24502 PROJECT MANAGER: Kim Clayback

ENGINEER: PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: C-Squared CGC, Inc PROJECT NO.: PROJECT MANAGER: Sean D'Agostino

PROJECT NAME: NW Ward 5 Water Main Improvements

DATE OF ISSUANCE: March 11, 2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
	Substantial completion (days or date): 180
$1,266,444.00	Ready for final payment (days or date): 210
[Increase/Decrease] from previously approved Change Orders No. 1 to No. 6:	[Increase/Decrease] from previously approved Change Orders No. 1 to No. 6:
	Substantial completion (days): 210
$566,596.75	Ready for final payment (days): 240
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 390
$1,833,040.75	Ready for final payment (days or date): 420
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
	Substantial completion (days or date): 0
$160,875.00	Ready for final payment (days or date): 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 390
$1,993,915.75	Ready for final payment (days or date): 420

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Following unsuccessful line stops on the deteriorated existing cast iron water mains throughout the project, the contractor has recommended the use of TEAM insert valves as a substitute for standard linestops to abandon the existing water lines, now that the new system is operational. This approach provides a guaranteed method of abandoning the existing system while mitigating the risk observed with traditional methods. The proposal includes all necessary material, including thrust restraints, equipment, and labor to complete the work.		$160,875.00
TOTAL		$160,875.00

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

Proposal from Contractor dated 1/7/2026.

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:
By: Brian Norman Digitally signed by Brian Norman Date: 2026.02.25 14:38:14 -05'00'
Engineer (Authorized Signature)
Date:

ACCEPTED:
By:
Owner (Authorized Signature)
Date:

ACCEPTED:
By: Sean D'Agostino Digitally signed by Sean D'Agostino Date: 2026.02.26 13:19:14 -05'00'
Contractor (Authorized Signature)
Date:

Approved by Funding Agency (if applicable):
Date:

C-Squared CGC, Inc.
3547 53rd Ave W # 327
Bradenton Fl 34210
941-960-8114
www.c-squaredcgc.com
Quality, Integrity, Reliability.

To:	City Of BRADENTON	**Contact:**	Brian Norman
Address:	9TH STREET EAST	**Phone:**	941-708-6300
	BRADENTON, FL 34205	**Fax:**	
Project Name:	NW WARD 5 CHANGE ORDER	**Bid Number:**	25-143
Project Location:		**Bid Date:**	1/7/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	4" TEAM INSERT VALVE	3.00	EACH	$21,350.00	$64,050.00
	6" TEAM INSERT VALVE	3.00	EACH	$23,475.00	$70,425.00
	THRUST BLOCKS	6.00	EACH	$4,400.00	$26,400.00
			Total Bid Price:		**$160,875.00**

Notes:

- Prices are good for 60 days from date of proposal.
- Any deviations from said specifications involving extra cost will be executed only upon written order and will become an extrae charge over and above this proposal. All contracted work is warranted for one year after last day of contracted work for defects of workmanship. Work damaged by others will be billed at unit rates plus applicable mobilization. Areas of work left to accommodate others will require an additional mobilization per incident. Field measurements required for final billings.
- If Performance and Payment Bond is required please add 2%.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

C-Squared CGC, Inc.

Authorized Signature: _____

Estimator: Mike Palumbo
(941) 960-8114 Mikep@c-squaredcgc.com

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Metropolitan Planning Organization (MPO) Project Prioritization List

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The MPO requests annual submittals of projects to be placed on the FDOT 5 YR Plan. The prioritization list of the projects is consistent with last year and required again for this year.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the MPO Project Prioritization List.

ATTACHMENTS:
MPO Project Prioritization List

City of Bradenton Priorities

On behalf of City of Bradenton, we hereby recommend the following list of projects, ranked by priority, for consideration of funding by FDOT.

NO	Projects	Project Type	Next Phase	2045 LRTP Consistency	LRTP Funding Code	FDOT Funding Code	Roadway Network Code
1	9th Ave W from 14th St W to 6th St W	Complete Streets	PE	Chapter 6 Economy & Tourism; LECOM/VOTA Mobility Study (Adopted 2024)	Transform Tomorrow	CM	
2	9th St W from 9th Ave to 26th Ave	Complete Streets	PE	Chapter 6 Economy & Tourism; LECOM/VOTA Mobility Study (Adopted 2024)	Transform Tomorrow	CM	
3	US 41/14th St W from 9th Ave to 26th Ave	Complete Streets	PE	Chapter 6 Economy & Tourism; LECOM/VOTA Mobility Study (Adopted 2024)	Transform Tomorrow	CM	
4	17th Ave W from 14th St W to 5th St W	Complete Streets	PE	Chapter 6 Economy & Tourism; LECOM/VOTA Mobility Study (Adopted 2024)	Transform Tomorrow	CM	
5	11th Ave W from VGP to 63rd St W	Complete Streets (SUN Trail?)	CST	Chapter 8 Equity & Livability; Active Transportation Plan	Transportation Alternatives	SUN Trail	
6	9th Ave W from 18th St W to 14th St W	Complete Streets	PE	Chapter 8 Equity & Livability; Active Transportation Plan (Adopted May 2024)	Transportation Alternatives	TA	
7	21st St E	On-Street Parking & Park Trail	CST	Connecting Communities	Transform Tomorrow	CM	
8	9th Ave W and 9th St W	Replace Signal Post w. Mast Arms	PE	Chapter 3: Infrastructure/Resiliency	Resiliency	CM	
9	17th Ave W and 9th St W	Replace Signal Post w. Mast Arms	PE	Chapter 3: Infrastructure/Resiliency	Resiliency	CM	
10	13th Ave E & 15th St E	New Signal: Mast Arms	PE	Chapter 3: Infrastructure/Resiliency	Resiliency	CM	

This list serves as formal documentation for the adoption of City of Bradenton project priorities approved by the City Council on 3/25/2026.

Signature
Gene Brown
Mayor

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Pipe Lining Services at Village Green

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The lining assignment is an ongoing part of the City's Face It and Fix It campaign. This assignment is for a portion of Village Green to line clay sanitary pipe.

FINANCIAL IMPACT:
The funding for the work assignment is in GL acct 30358200-563000-22806.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for pipe lining services at Village Green.

ATTACHMENTS:
Work Assignment for lining services at Village Green
GML Coatings Proposal

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2601)

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and GML., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: 2601

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $90,820.80. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 28 manholes.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment dated March/16/2026. _____.

Contractor

BY: Erin Jones Digitally signed by Erin Jones Date: 2026.03.13 13:56:39 -04'00'

Printed Name: Dale Flocker

Title: SVP

Date: 3/16/2026

CITY OF BRADENTON

BY:_____

Date: _____

10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Tuesday, March 17, 2026
PROPOSAL #: 25117
SERVICE AREA: LS 20

City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B20MH259	4.00	6.00	$3,243.60
2	B20MH016	4.00	6.00	$3,243.60
3	B20MH272	4.00	6.00	$3,243.60
4	B20MH007	4.00	6.00	$3,243.60
5	B20MH205	4.00	6.00	$3,243.60
6	B20MH280	4.00	6.00	$3,243.60
7	B20MH012	4.00	6.00	$3,243.60
8	B20MH246	4.00	6.00	$3,243.60
9	B20MH151	4.00	6.00	$3,243.60
10	B20MH014	4.00	6.00	$3,243.60
11	B20MH010	4.00	6.00	$3,243.60
12	B20MH100	4.00	6.00	$3,243.60
13	B20MH276	4.00	6.00	$3,243.60
14	B20MH325	4.00	6.00	$3,243.60
15	B20MH101	4.00	6.00	$3,243.60
16	B20MH024	4.00	6.00	$3,243.60
17	B20MH019	4.00	6.00	$3,243.60
18	B20MH211	4.00	6.00	$3,243.60
19	B20MH131	4.00	6.00	$3,243.60
20	B20MH023	4.00	6.00	$3,243.60
21	B20MH017	4.00	6.00	$3,243.60
22	B20MH239	4.00	6.00	$3,243.60
23	B20MH304	4.00	6.00	$3,243.60
24	B20MH228	4.00	6.00	$3,243.60
25	B20MH216	4.00	6.00	$3,243.60
26	B20MH020	4.00	6.00	$3,243.60
27	B20MH212	4.00	6.00	$3,243.60
28	B20MH132	4.00	6.00	$3,243.60
		TOTAL=		$90,820.80

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.
XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

CUSTOMER SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

Please indicate by circle if this is:

Certified Payroll Project	**YES**	**NO**
Prevailing Wage Conditions	**YES**	**NO**
An EEO Project	**YES**	**NO**

GML COATINGS SIGNATURE: Jut Rolph DATE: 3/18/26

PRINTED NAME: Justin Randolph TITLE: President

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in in our working relationship.

COMPANY INFORMATION

GML Coatings, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Continuing Construction Manager at Risk (CMAR) Services with Halfacre Construction Company, Quality Enterprises USA, Inc., TLC Diversified, Inc., Westa Construction Corp., and Woodruff and Sons, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 25, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-012EJ to select firms to provide Continuing Construction Manager at Risk (CMAR) Services for Public Works Projects. Notice of this RFQ was made through OpenGov. 22,213 vendors were notified, 1,041 vendors viewed the solicitation, and 14 vendors submitted an offer.

On January 21, 2026, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, five (5) proposers were shortlisted to participate in a presentation and question and answer session on January 30, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services, and ranked the proposer for the Library rotation.

A Notice of Recommend Award (NORA) for Woodruff & Sons, Inc., Quality

Enterprises USA, Inc., TLC Diversified, Inc., Westra Construction Corp. and Halfacre Construction Company was approved on February 2, 2026. Purchasing is now bringing forward the resulting contracts..

FINANCIAL IMPACT:
Funding encumbered a the time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreements for Continuing Construction Manager at Risk Services with Halfacre Construction Company, Quality Enterprises USA, Inc., TLC Diversified, Inc., Westa Construction Corp., and Woodruff & Sons, Inc.

ATTACHMENTS:
Agreement for Continuing Construction Manager at Risk Services with Halfacre Construction Company
Agreement for Continuing Construction Manager at Risk Services with Quality Enterprises USA, Inc.
Agreement for Continuing Construction Manager at Risk Services with TLC Diversified, Inc.
Agreement for Continuing Construction Manager at Risk Services with Westra Construction Corp.
Agreement for Continuing Construction Manager at Risk Services with Woodruff and Sons, Inc.

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Halfacre Construction Company,** a Florida company (the "CM").

WITNESSETH

WHEREAS, the City has determined that it is necessary and in the best interest of the City to retain one or more construction managers at risk to perform continuing services relating to public works projects; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-012EJ on November 25, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the CM has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONSTRUCTION MANAGER'S SERVICES

The CM agrees to diligently perform various construction manager at risk services pertaining to public works projects, as described in the Solicitation ("Service Category"), in accordance with Preconstruction Phase Services and Construction Phase Services, as applicable and as defined in the Agreement Documents. The provisions contained in Construction Phase Services shall be made effective by the execution of a Guaranteed Maximum Price ("GMP") Amendment to a Project Assignment and Notice to Proceed with construction phase services, and no Construction Phase Services shall be authorized prior to execution of a GMP Amendment to a Project Assignment.

II. TERM

This Agreement shall commence immediately upon execution by both the City and the CM and shall continue for a period of three (3) years, provided the CM maintains qualifications which meet the current minimum standards established for this Service Category. If minimum qualifications are not maintained, the City reserves the right to terminate this Agreement. This Agreement may be renewed for up to two (2) additional one year period by written agreement of both parties.

III. PROJECT ASSIGNMENTS

A. CM shall be engaged to perform specific work through the issuance of a negotiated Project Assignment ("Project Assignment").

B. CM acknowledges that the City has entered into multiple agreements with various firms for

this Service Category and Project Assignments shall be issued on a rotational basis.

1. Project Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For the Service Category, Purchasing will place the firms in the City's professional services library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
3. As each Project Assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that Project Assignment with the City's Administrative Agent.
4. Should a Firm decline a Project Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the Project Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Project Assignment within the Service Category within a twelve-month period without penalty. A second Project Assignment rejection within the Service Category during any twelve-month period will cause the firm to be skipped in the rotation for the subsequent Project Assignment within the Service Category. A firm who rejects three (3) Project Assignments (or is unable to satisfactorily negotiate three (3) Project Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Project Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. Preconstruction Phase Services
    i. After notification by the City, the CM and City shall negotiate a scope of work, time schedule, and budget for performance of the Work. When the scope of work, time schedule and budget are mutually agreeable, the Project Assignment shall be executed by the parties, and a purchase order shall be issued by the city to the CM authorizing preconstruction services for the Project Assignment and the negotiation of a GMP.
    ii. When a GMP and other necessary Project elements are negotiated and finalized pursuant to this Agreement, the GMP Amendment to the Project Assignment shall be executed by the Parties establishing the GMP and any additional requirements pertaining to the Project Construction Phase.

C. CM will identify and provide qualifications of sub-consultants during the Project Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Project Assignment prior to execution of the Project Assignment.

D. Amendments to Project Assignments shall reference original Project Assignment scope and all items as detailed in Section III of this Agreement to which they relate. No amendment to a Project Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in the Service Category and select ("direct select") a specific firm to perform the required services.

F. Any Project Assignment commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Project Assignment any extension thereof is authorized in accordance with the policy manual. In such event, the Agreement term shall be deemed to have the same completion date as the Project Assignment.

IV. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project Assignment will be completed in accordance with the established schedule included in each Project Assignment and shall make recommendations to the Project Manager and Design Consultant regarding the Drawings and Specifications to facilitate construction of the Work.

B. The CM shall thoroughly familiarize itself with each Project Assignment. Where appropriate and as requested, CM shall make written recommendations with respect to a Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Project Manager in evaluating alternatives and their long-term cost effects, as the Project Manager deems appropriate. The CM shall call to the attention of the Project Manager and the Design Consultant any known or perceived defect in the design, Drawings and Specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design errors or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Project Manager, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing each Project Assignment. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

V. BASIS OF GUARANTEED MAXIMUM PRICE

A. For each Project Assignment, the CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services described in the Project Assignment, this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CM had knowledge of or which are reasonably inferable from the Construction Documents, and as necessary to complete

the Work as defined in Section XX of this Agreement in accordance with the Construction Documents, the CM shall note be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the Drawings and Specifications Such list shall not include restatements or any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP.
5. The date of Substantial Completion, upon which the proposed GMP is based; and
6. A schedule of the Construction document's issuance dates, upon which the proposed GMP is based.

B. The CM acknowledges that the GMP include an amount designated as the Owner's Contingency. The Owner's Contingency shall be available to the CM only if the City approves.

C. The GMP shall be inclusive of the arrangement and supply of all job-site facilities and equipment that are reasonably necessary to enable the members of the Project Team to perform the respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office site for use by the Project Team, unless otherwise provided by the Project Assignment.

D. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

E. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare the GMP amendments to the Project Assignment, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Project Manager shall inform the GM in writing. Thereupon, the Project Assignment shall terminate and neither party shall have any obligations to the other regarding the Construction Phase of the Project.

VI. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

A. Each Project Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the Work as outlined in this Agreement.

B. The maximum compensation for each Project Assignment shall be determined individually by the City as the need for a Project Assignment arises.

C. CM acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Project Assignments. If a Project Assignment is

issued, the City reserves the right to amend, reduce or terminate the Project Assignment in its sole discretion.

D. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

VII. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder or to a Project Assignment shall be made unless the same are in writing and signed by both the CM and the City.

B. If the Project manager requires the CM to perform additional services related to a Project Assignment, then the CM shall be entitled to additional compensation to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into the Project Assignment by written amendment. The City shall not pay for any additional service or work performed before a written amendment to the Project Assignment.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VIII. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. For those specific services that are partially complete, progress payments shall be paid monthly in proportion to the percentage of complete work on those specific service activities as approved in writing by the City.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

IX. LIABILITY OF CM

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way

connected with the CM or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

X. CM'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

XI. RESPONSIBILITIES OF THE CM

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interest. CM covenants to furnish its best skill and judgement and to cooperate with the City and the design professional for the duration of the Project in accordance with each Project Assignment in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, Specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, Specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Work.

G. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

H. The CM is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The CM is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the

CM sole direction, supervision and control. The CM shall exercise control over the means and manner in which it and its employees perform the Work, and in all aspects the CM's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. CM shall be solely responsible for providing benefits and insurance to its employees.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

XII. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, Specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD Drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XIII. FORCE MAJEURE; PERFORMANCE OF CM'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events,

omissions or accidents beyond the reasonable control of the parties.

B. The CM shall assign a project manager, together with such other personnel as are necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Project Assignments issued hereunder. The key personnel assigned by the CM to perform the Work of this Agreement and each Project Assignment shall be the same as those identified Exhibit B – Key Personnel. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CM's Key Personnel must receive the City's written approval before said changes or substitution can become effective.

C. The Work to be performed by the CM shall commence upon the CM's receipt of both a Purchase Order and written Notice to Proceed from the Administrative Agent or Project Manager. The time limits set forth in each Project Assignment shall commence to run on the date of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with the Preconstruction Schedule included with the Project Assignment. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by the Project Assignment.

D. The CM specifically agrees that all work performed under the terms and condition of this Agreement shall be completed within the time limits as set forth in Project Assignments, subject only to delays caused by force majeure, or otherwise defined herein. "Force majeure" shall be deemed to be any cause affective the performance of this Agreement arising from or attributable to acts, events, omission or accidents beyond the reasonable control of the parties.

E. The CM agrees to provide monthly written progress reports concerning the status of each Project Assignment to the City. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

F. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plants, permits, reports or other documents submitted by the CM which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

1. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Project Assignment, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Project Manager, or until 12 additional months have elapsed, whichever is less.

2. Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder and amend the Project Assignment accordingly.

XIV. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent or Project Manager is designated to do all things necessary to

properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Examination of all reports, sketches, Drawings, estimates, proposals, and other documents presented by the CM and rendering in writing, decision pertaining thereto within a reasonable time.
2. Transmission of instructions receipt of information, interpretation and definition of City policies and decisions with respect to design, materials and other matter pertinent to the Work covered by this Agreement.
3. Review the content of all the CM's documents and payment request for approval or rejection.
4. Determining when and if it may be in the nest interest of the City to shift amounts among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Project Assignment is not exceeded. Any such determination shall be memorialized in writing.

B. The City shall, upon request, furnish the CM with all existing data, plans, studies, and other information int eh City's possession which may be useful in connection with performance of the Project Assignment, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the Work to be performed by the CM.

C. The City shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assign the CM. The availability and necessity of said personnel to assist the CM shall be determined solely within the discretion of the City. The City's technical obligations for a Project, if any, are stated in a Project Assignment.

D. The City shall not provide any services to the CM in connection with any claim or litigation brought on behalf or against the CM.

XV. TERMINATION

A. Termination for Convenience. The City shall have the right at any time and for any reason upon thirty (30) calendar days' written notice to the CM to terminate this Agreement, in that event, the CM shall cease work and shall deliver to the City all documents, (including reports, designs, Specifications, and other data) prepared or obtained by the CM in connection with its services under this Agreement. The City shall, upon receipt of the aforesaid documents, pay the CM and the CM shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Project Assignments, plus (2) the fee for the percentage of the Work completed in any authorized but uncompleted task, less (3) all previous payments made for the same tasks. The CM shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the CM, or for other economic losses arising out of or resulting from such termination.

B. Termination for Cause.

1. The City may terminate this Agreement upon not less than seven (7) days' written notice should the CM fail substantially to perform in accordance with the terms of this Agreement through no fault of the City. The City shall pay all fees earned prior to termination less such damages as may be incurred by the City by reason of CM's failure to perform.

2. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.A. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

C. Termination by CM. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of written approval of the invoice by the City's Administrative Agent.

D. The City reserves the right to terminate this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

E. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Work not performed in accordance with the requirements of this Agreement;

2. The quantity of the Work not delivered or performed as represented in the CM's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the CM;

5. The CM's failure or refusal to perform any obligation under this Agreement.

F. Termination of Project Assignment

1. The City reserves the right to terminate any Project Assignment without terminating the Agreement or any other uncompleted Project Assignment.

2. In the event the City terminates a Project Assignment for convenience, such termination shall be subject to the requirements of Section XV(A) of this Agreement.

3. In the event the City terminates a Project Assignment for cause prior to the GMP Amendment, such termination shall be subject to the requirements of Section XV(B) and Section XV(F)(4) of this Agreement.

4. Termination of a Project Assignment for cause

i. The City may terminate a Project Assignment for cause if the CM:

a. Fails to submit the CM's proposal by the date required by the Project Assignment, or if no date is indicated, within a reasonable time consistent with the estimated project duration;

b. Repeatedly refuses or fails to supply or provide enough properly skilled Consultants, Contractors or workers or proper materials;

c. Fails to make payment to Trade Contractors or suppliers for services, materials, or labor in accordance with their respective agreement with the CM;

d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of a public authority; or

e. Is otherwise guilty of substantial breach of a provision of the Agreement Documents.

ii. When any of the above reasons in Section XV(F)(4)(i) exist, the City may without prejudice to any other right or remedies of the City and after giving the CM and the CM's surety, if any, seven (7) days' written notice, terminate employment of the CM and may, subject to right of the surety:

a. Exclude the CM from the Site and take possession of all materials, equipment, tools and construction equipment and machinery owned by the CM; and

b. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the CM, the City shall furnish to the CM a detailed accounting of the costs incurred by the City in finishing the Work.

iii. When the City terminates the Project Assignment for one of the reasons stated in this Section XV(F)(4), the CM shall not be entitled to receive further payment until the Work is finished.

iv. If the balance of the GMP less unallocated Owner's Contingency for a Project Assignment is less than the costs of finishing the Work and other damages incurred by the City and not expressly waived, the CM or CM's Surety shall pay the difference to the City. The obligation for such payments shall survive termination of the Project Assignment. Notwithstanding any other provisions of the Construction Documents to the contrary, the City shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

XVI. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The CM shall not resume Work unless specifically so directed in writing by the City. Before the stop work order expires (unless it is extended), the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the Work covered by the order; or

3. Terminate this Agreement in accordance with the provisions contained in Section XV of this Agreement.

B. In the event the City elects not to direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A) of this Agreement. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM

to resume Work within ninety (90) days, the CM may terminate this Agreement.

XVII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below; provided, however, that mediation shall not be deemed a condition precedent to the filing of any legal action in connection with the Agreement Documents or performance or non-performance of the parties' obligations thereunder.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue the Work and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVIII. PUBLIC RECORDS

IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XIX. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with

respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices required under this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

CM's Representative:		City's Administrative Agent:	
Name:	Joe Dutton	Name:	Don Demonia
Title:	Sr. Project Manager	Title:	Construction Manager
Address:	7015 Professional Pkwy	Address:	888 13th Ave. E.
	Sarasota, Fl 34240		Bradenton, FL 34208
Telephone:	941-676-2504	Telephone:	941-465-4987
E-Mail:	jdutton@halfacre.com	E-Mail:	Donald.Demonia@bradentonFL.gov

With a copy to:

Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

XX. DEFINITIONS

A. Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIV.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Scope of Services, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, the Construction Documents, the Purchase Order(s), and the Project Assignment(s), all of which are incorporated into this Agreement by reference.

C. Allowance: A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a Change Order.

D. Change Order: A written order signed by the City, Design Consultant, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjust to the Cost of Work.

E. CM's Contingency: A sum of money included in the GMP to cover costs and expenses of the CM incurred as a result of unforeseen or unanticipated events or circumstances that would not normally be expected to be encountered in the construction of the Project Assignment.

F. Construction Documents: Final working Drawings and Specifications required to construct the

Project.

G. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

H. Design Consultant: The Design Consultant for the Project Assignment shall be identified in each Project Assignment.

I. Direct Cost: The expenses the CM incurs directly for the Project Assignment.

J. Final Completion: The point in the progress of the Work when all Work related to the Project Assignment has been completed by the CM and accepted by the City.

K. Guaranteed Maximum Price (GMP): The sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the Work for the Construction Phase of the Project Assignment, including but not limited to the completion of the Work in accordance with the Construction Documents.

L. GMP Amendment: An amendment to a Project Assignment executed by the Parties establishing the GMP and any additional requirements pertaining to the Project construction.

M. Milestone: A principal event or Work item specified in the Construction Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

N. Notice to Proceed: A written notice given by the City to the CM fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Project Assignment. The notice to Proceed will dix the dates of milestones, where applicable, Substantial Completion, and Final Completion of the Agreement, based on the stipulated Project Schedule.

O. Owner's Contingency: A sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent or Project Manager.

P. Preconstruction Phase Fee Schedule: The sum to be paid for providing all the Preconstruction Phase services, as set forth in this Agreement and in the Project Assignment.

Q. Project Manager: City's staff representative for a Project Assignment, and whose responsibilities are set forth in Section XIV of the Agreement.

R. Project: For purposes of each Project Assignment and this Agreement, the Project shall mean the project identified in a specific Project Assignment.

S. Project Schedule: The timeline prepared by the CM and approved by the Project Manager for accomplishing the Project, as delineated in the Project Assignment.

T. Project Team: The term Project Team shall include the City, the Design Consultant, and the CM for a Project Assignment.

U. Drawings: All drawings, diagrams, illustrations, schedule and other data or information which are specifically prepared or assembled by or for the CM and submitted by the CM to illustrate some portion of the Work.

V. Site: The location identified in the Construction Documents for a Project Assignment where the Work is to be performed along with such additional lands as may be identified by the City

for purposes such as staging areas or material storage.

W. Specifications: Written documentation describing the Scope of Work, any materials that are to be used, the methods of installation, and the quality of workmanship under contract.

X. Substantial Completion: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all corticates of occupancy obtained.

Y. Trade Contractors: Shall mean those contractors having a direct contract with the CM for the performance of the Work.

Z. Work: Any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CM (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement and the Project Assignment.

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AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

HALFACRE CONSTRUCTION COMPANY:

By: _____

Print Name: John J. Cox, III
(Title of Authorized Representative)

Date: 03/10/2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5512423v1

EXHIBIT A
SCOPE OF SERVICES

I. Project Descriptions

Projects may include, but not be limited to, the following:

A. Transportation- roadway construction, intersection improvements, sidewalks, storm drainage, signalization, and storm water construction.

B. Utilities- water main installations, wastewater force main installations, gravity sewer installations, reclaimed water installations, lift station rehabilitations, electrical upgrades at treatment plants and lift stations, water and wastewater treatment plant rehabilitation projects.

II. General Requirements

A. Consultant shall provide Construction Manager at Risk (CMAR) services on an as needed basis for public works projects, which shall include the following:

1. Pre-construction management services during the design phase of a particular project;
2. Solicit bids from subcontractors to perform the Work of a particular project and establish a Guaranteed Maximum Price (GMP);
3. Serve as the general contractor during the construction phase of the project and be responsible for construction means and methods.

B. The City will compensate the selected CM for these services by a negotiated fee based on a percentage of the Cost of Work.

C. A portion of this fixed fee will be incrementally paid to the selected CM for services performed during the Pre-construction phase of a particular project.

III. Phases of Projects

A. The first phase of each project will be pre-construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

B. If the GMP proposal is accepted, the City will amend the project assignment for pre-construction services to include construction phase services. At the time the pre-construction services are negotiated, the City may elect to negotiate the CMAR Fee, as well as other aspects of the Work to be performed by the CM during the construction phase.

IV. Preconstruction Phase Services

A. Pre-Construction Phase Services may include the oversight of any early preconstruction work deemed beneficial to the project by Public Works. The Work to be performed by the CM during the Design and Preconstruction Phase includes but is not limited to:

1. Preliminary Site investigations
2. Quality assurance during the design phase
3. Value Engineering
4. Recommendations for material and systems alternatives
5. Constructability and sustainability reviews

6. Code compliance review to ensure permits are attainable
7. Cost estimating during design to keep project in budget
8. Ongoing monitoring and controlling of the schedule
9. Recommendation for material and systems alternatives
10. Geotechnical subsurface exploration
11. Testing
12. Bidding
13. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to the City based on 100% plans and Specifications.

B. Preconstruction Phase Services may also include the oversight of any early preconstruction work deemed beneficial to the project by the City.

V. Construction Phase Services

A. The construction phase shall commence upon the City's execution of the GMP. The CM shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds, each in a value equal to 100% of the GMP.

B. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the City as a completed project including all required final close out documents. The CM shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

C. Services required for the Construction Phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
2. Preparation and distribution of all meeting minutes for all construction meetings.
3. Project management to ensure performance of the Work in accordance with the Project Assignment.
4. Construction supervision to ensure compliance with design documents, Specifications, and permitting conditions.
5. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
6. Coordination and cooperation with any third-party contracts or contractors that the City may provide for projects.
7. Development and administration of quality control systems to ensure the Work is performed in strict accordance with design requirements, applicable building codes, permit requirements and the City's objectives.

8. Process payment requests for approval by the design team and appropriate City representatives.
9. Preparation of Owner Direct Purchase documents
10. Provide construction phase accounting and reporting to the City.
11. Administration of jobsite safety program.
12. Providing temporary facilities for use by others.
13. Maintenance of on-site and off-site traffic
14. Maintenance of all project records.
15. Scheduling of inspections by authorities having jurisdiction over the project.
16. Supervision of third-party testing to assure independence and proper conduct.
17. Oversight of field surveying services and other necessary surveying, testing or sampling as required per the Project.
18. Administer post construction closeout, final completion, and start-up and warranty periods.

VI. <u>Assignment of Work</u>

A. During the term of the agreement, work will be performed under a series of individual Project Assignments on a rotational basis. Project sizes may vary.

B. CM shall perform all the Work specified in the Project Assignment(s) issued hereunder in accordance with generally accepted professional standards.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested utility work.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL	TITLE
Jack Cox	President
Tom Ress	Vice President
Joe Dutton	Project Director

EXHIBIT C
PRECONSTRUCTION FEE SCHEDULE

TITLE	HOURLY RATE
Principal	$200.00
Project Executive	$175.00
Project Director	$155.00
Senior Project Manager	$155.00
Superintendent	$125.00
Project Administrator	$75.00

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Quality Enterprises USA, Inc.,** a Virginia corporation, authorized to do business in the State of Florida (the "CM").

WITNESSETH

WHEREAS, the City has determined that it is necessary and in the best interest of the City to retain one or more construction managers at risk to perform continuing services relating to public works projects; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-012EJ on November 25, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the CM has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONSTRUCTION MANAGER'S SERVICES

The CM agrees to diligently perform various construction manager at risk services pertaining to public works projects, as described in the Solicitation ("Service Category"), in accordance with Preconstruction Phase Services and Construction Phase Services, as applicable and as defined in the Agreement Documents. The provisions contained in Construction Phase Services shall be made effective by the execution of a Guaranteed Maximum Price ("GMP") Amendment to a Project Assignment and Notice to Proceed with construction phase services, and no Construction Phase Services shall be authorized prior to execution of a GMP Amendment to a Project Assignment.

II. TERM

This Agreement shall commence immediately upon execution by both the City and the CM and shall continue for a period of three (3) years, provided the CM maintains qualifications which meet the current minimum standards established for this Service Category. If minimum qualifications are not maintained, the City reserves the right to terminate this Agreement. This Agreement may be renewed for up to two (2) additional one year period by written agreement of both parties.

III. PROJECT ASSIGNMENTS

A. CM shall be engaged to perform specific work through the issuance of a negotiated Project Assignment ("Project Assignment").

B. CM acknowledges that the City has entered into multiple agreements with various firms for this Service Category and Project Assignments shall be issued on a rotational basis.

1. Project Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For the Service Category, Purchasing will place the firms in the City's professional services library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
3. As each Project Assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that Project Assignment with the City's Administrative Agent.
4. Should a Firm decline a Project Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the Project Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Project Assignment within the Service Category within a twelve-month period without penalty. A second Project Assignment rejection within the Service Category during any twelve-month period will cause the firm to be skipped in the rotation for the subsequent Project Assignment within the Service Category. A firm who rejects three (3) Project Assignments (or is unable to satisfactorily negotiate three (3) Project Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Project Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. Preconstruction Phase Services
    i. After notification by the City, the CM and City shall negotiate a scope of work, time schedule, and budget for performance of the Work. When the scope of work, time schedule and budget are mutually agreeable, the Project Assignment shall be executed by the parties, and a purchase order shall be issued by the city to the CM authorizing preconstruction services for the Project Assignment and the negotiation of a GMP.
    ii. When a GMP and other necessary Project elements are negotiated and finalized pursuant to this Agreement, the GMP Amendment to the Project Assignment shall be executed by the Parties establishing the GMP and any additional requirements pertaining to the Project Construction Phase.

C. CM will identify and provide qualifications of sub-consultants during the Project Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Project Assignment prior to execution of the Project Assignment.

D. Amendments to Project Assignments shall reference original Project Assignment scope and all items as detailed in Section III of this Agreement to which they relate. No amendment to a Project Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in the Service Category and select ("direct select") a specific firm to perform the

required services.

F. Any Project Assignment commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Project Assignment any extension thereof is authorized in accordance with the policy manual. In such event, the Agreement term shall be deemed to have the same completion date as the Project Assignment.

IV. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project Assignment will be completed in accordance with the established schedule included in each Project Assignment and shall make recommendations to the Project Manager and Design Consultant regarding the Drawings and Specifications to facilitate construction of the Work.

B. The CM shall thoroughly familiarize itself with each Project Assignment. Where appropriate and as requested, CM shall make written recommendations with respect to a Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Project Manager in evaluating alternatives and their long-term cost effects, as the Project Manager deems appropriate. The CM shall call to the attention of the Project Manager and the Design Consultant any known or perceived defect in the design, Drawings and Specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design errors or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Project Manager, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing each Project Assignment. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

V. BASIS OF GUARANTEED MAXIMUM PRICE

A. For each Project Assignment, the CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services described in the Project Assignment, this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CM had knowledge of or which

are reasonably inferable from the Construction Documents, and as necessary to complete the Work as defined in Section XX of this Agreement in accordance with the Construction Documents, the CM shall note be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the Drawings and Specifications Such list shall not include restatements or any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP.
5. The date of Substantial Completion, upon which the proposed GMP is based; and
6. A schedule of the Construction document's issuance dates, upon which the proposed GMP is based.

B. The CM acknowledges that the GMP include an amount designated as the Owner's Contingency. The Owner's Contingency shall be available to the CM only if the City approves.

C. The GMP shall be inclusive of the arrangement and supply of all job-site facilities and equipment that are reasonably necessary to enable the members of the Project Team to perform the respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office site for use by the Project Team, unless otherwise provided by the Project Assignment.

D. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

E. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare the GMP amendments to the Project Assignment, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Project Manager shall inform the GM in writing. Thereupon, the Project Assignment shall terminate and neither party shall have any obligations to the other regarding the Construction Phase of the Project.

VI. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

A. Each Project Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the Work as outlined in this Agreement.

B. The maximum compensation for each Project Assignment shall be determined individually by the City as the need for a Project Assignment arises.

C. CM acknowledges and agrees that no minimum amount of work is guaranteed under this

Agreement and City may elect not to issue any Project Assignments. If a Project Assignment is issued, the City reserves the right to amend, reduce or terminate the Project Assignment in its sole discretion.

D. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

VII. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder or to a Project Assignment shall be made unless the same are in writing and signed by both the CM and the City.

B. If the Project manager requires the CM to perform additional services related to a Project Assignment, then the CM shall be entitled to additional compensation to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into the Project Assignment by written amendment. The City shall not pay for any additional service or work performed before a written amendment to the Project Assignment.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VIII. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. For those specific services that are partially complete, progress payments shall be paid monthly in proportion to the percentage of complete work on those specific service activities as approved in writing by the City.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

IX. LIABILITY OF CM

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may

arise out of any act, neglect, error, omission or default of the CM arising out of or in any way connected with the CM or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

X. CM'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

XI. RESPONSIBILITIES OF THE CM

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interest. CM covenants to furnish its best skill and judgement and to cooperate with the City and the design professional for the duration of the Project in accordance with each Project Assignment in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, Specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, Specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Work.

G. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

H. The CM is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The CM is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services

performed pursuant to this Agreement shall at all times, and in all places, be subject to the CM sole direction, supervision and control. The CM shall exercise control over the means and manner in which it and its employees perform the Work, and in all aspects the CM's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. CM shall be solely responsible for providing benefits and insurance to its employees.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

XII. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, Specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD Drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XIII. FORCE MAJEURE; PERFORMANCE OF CM'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any

cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The CM shall assign a project manager, together with such other personnel as are necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Project Assignments issued hereunder. The key personnel assigned by the CM to perform the Work of this Agreement and each Project Assignment shall be the same as those identified Exhibit B – Key Personnel. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CM's Key Personnel must receive the City's written approval before said changes or substitution can become effective.

C. The Work to be performed by the CM shall commence upon the CM's receipt of both a Purchase Order and written Notice to Proceed from the Administrative Agent or Project Manager. The time limits set forth in each Project Assignment shall commence to run on the date of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with the Preconstruction Schedule included with the Project Assignment. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by the Project Assignment.

D. The CM specifically agrees that all work performed under the terms and condition of this Agreement shall be completed within the time limits as set forth in Project Assignments, subject only to delays caused by force majeure, or otherwise defined herein. "Force majeure" shall be deemed to be any cause affective the performance of this Agreement arising from or attributable to acts, events, omission or accidents beyond the reasonable control of the parties.

E. The CM agrees to provide monthly written progress reports concerning the status of each Project Assignment to the City. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

F. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plants, permits, reports or other documents submitted by the CM which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

1. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Project Assignment, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Project Manager, or until 12 additional months have elapsed, whichever is less.

2. Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder and amend the Project Assignment accordingly.

XIV. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent or Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Examination of all reports, sketches, Drawings, estimates, proposals, and other documents presented by the CM and rendering in writing, decision pertaining thereto within a reasonable time.

2. Transmission of instructions receipt of information, interpretation and definition of City policies and decisions with respect to design, materials and other matter pertinent to the Work covered by this Agreement.

3. Review the content of all the CM's documents and payment request for approval or rejection.

4. Determining when and if it may be in the nest interest of the City to shift amounts among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Project Assignment is not exceeded. Any such determination shall be memorialized in writing.

B. The City shall, upon request, furnish the CM with all existing data, plans, studies, and other information int eh City's possession which may be useful in connection with performance of the Project Assignment, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the Work to be performed by the CM.

C. The City shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assign the CM. The availability and necessity of said personnel to assist the CM shall be determined solely within the discretion of the City. The City's technical obligations for a Project, if any, are stated in a Project Assignment.

D. The City shall not provide any services to the CM in connection with any claim or litigation brought on behalf or against the CM.

XV. TERMINATION

A. Termination for Convenience. The City shall have the right at any time and for any reason upon thirty (30) calendar days' written notice to the CM to terminate this Agreement, in that event, the CM shall cease work and shall deliver to the City all documents, (including reports, designs, Specifications, and other data) prepared or obtained by the CM in connection with its services under this Agreement. The City shall, upon receipt of the aforesaid documents, pay the CM and the CM shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Project Assignments, plus (2) the fee for the percentage of the Work completed in any authorized but uncompleted task, less (3) all previous payments made for the same tasks. The CM shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the CM, or for other economic losses arising out of or resulting from such termination.

B. Termination for Cause.

1. The City may terminate this Agreement upon not less than seven (7) days' written notice should the CM fail substantially to perform in accordance with the terms of this Agreement through no fault of the City. The City shall pay all fees earned prior to termination less such damages as may be incurred by the City by reason of CM's failure

to perform.

2. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.A. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

C. Termination by CM. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of written approval of the invoice by the City's Administrative Agent.

D. The City reserves the right to terminate this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

E. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

F. Termination of Project Assignment

1. The City reserves the right to terminate any Project Assignment without terminating the Agreement or any other uncompleted Project Assignment.
2. In the event the City terminates a Project Assignment for convenience, such termination shall be subject to the requirements of Section XV(A) of this Agreement.
3. In the event the City terminates a Project Assignment for cause prior to the GMP Amendment, such termination shall be subject to the requirements of Section XV(B) and Section XV(F)(4) of this Agreement.
4. Termination of a Project Assignment for cause
    i. The City may terminate a Project Assignment for cause if the CM:
        a. Fails to submit the CM's proposal by the date required by the Project Assignment, or if no date is indicated, within a reasonable time consistent with the estimated project duration;
        b. Repeatedly refuses or fails to supply or provide enough properly skilled Consultants, Contractors or workers or proper materials;
        c. Fails to make payment to Trade Contractors or suppliers for services, materials, or labor in accordance with their respective agreement with the

CM;

d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of a public authority; or

e. Is otherwise guilty of substantial breach of a provision of the Agreement Documents.

ii. When any of the above reasons in Section XV(F)(4)(i) exist, the City may without prejudice to any other right or remedies of the City and after giving the CM and the CM's surety, if any, seven (7) days' written notice, terminate employment of the CM and may, subject to right of the surety:

a. Exclude the CM from the Site and take possession of all materials, equipment, tools and construction equipment and machinery owned by the CM; and

b. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the CM, the City shall furnish to the CM a detailed accounting of the costs incurred by the City in finishing the Work.

iii. When the City terminates the Project Assignment for one of the reasons stated in this Section XV(F)(4), the CM shall not be entitled to receive further payment until the Work is finished.

iv. If the balance of the GMP less unallocated Owner's Contingency for a Project Assignment is less than the costs of finishing the Work and other damages incurred by the City and not expressly waived, the CM or CM's Surety shall pay the difference to the City. The obligation for such payments shall survive termination of the Project Assignment. Notwithstanding any other provisions of the Construction Documents to the contrary, the City shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

XVI. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The CM shall not resume Work unless specifically so directed in writing by the City. Before the stop work order expires (unless it is extended), the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the Work covered by the order; or

3. Terminate this Agreement in accordance with the provisions contained in Section XV of this Agreement.

B. In the event the City elects not to direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A) of this Agreement. The notice period for such termination shall be deemed to commence on

the date of issuance of the stop work order. In the event the City does not direct the CM to resume Work within ninety (90) days, the CM may terminate this Agreement.

XVII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below; provided, however, that mediation shall not be deemed a condition precedent to the filing of any legal action in connection with the Agreement Documents or performance or non-performance of the parties' obligations thereunder.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue the Work and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVIII. PUBLIC RECORDS

IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XIX. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the

parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices required under this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

CM's Representative:		City's Administrative Agent:	
Name:	Louis J. Gaudio	Name:	Don Demonia
Title:	Vice President	Title:	Construction Manager
Address:	3494 Shearwater St.	Address:	888 13th Ave. E.
	Naples, FL 34117		Bradenton, FL 34208
Telephone:	239-207-0660	Telephone:	941-465-4987
E-Mail:	LGAUDIO@QEUSA.COM	E-Mail:	Donald.Demonia@bradentonFL.gov

With a copy to:

Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

XX. DEFINITIONS

A. Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIV.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Scope of Services, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, the Construction Documents, the Purchase Order(s), and the Project Assignment(s), all of which are incorporated into this Agreement by reference.

C. Allowance: A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a Change Order.

D. Change Order: A written order signed by the City, Design Consultant, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjust to the Cost of Work.

E. CM's Contingency: A sum of money included in the GMP to cover costs and expenses of the CM incurred as a result of unforeseen or unanticipated events or circumstances that would not normally be expected to be encountered in the construction of the Project Assignment.

F. Construction Documents: Final working Drawings and Specifications required to construct the

Project.

G. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

H. Design Consultant: The Design Consultant for the Project Assignment shall be identified in each Project Assignment.

I. Direct Cost: The expenses the CM incurs directly for the Project Assignment.

J. Final Completion: The point in the progress of the Work when all Work related to the Project Assignment has been completed by the CM and accepted by the City.

K. Guaranteed Maximum Price (GMP): The sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the Work for the Construction Phase of the Project Assignment, including but not limited to the completion of the Work in accordance with the Construction Documents.

L. GMP Amendment: An amendment to a Project Assignment executed by the Parties establishing the GMP and any additional requirements pertaining to the Project construction.

M. Milestone: A principal event or Work item specified in the Construction Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

N. Notice to Proceed: A written notice given by the City to the CM fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Project Assignment. The notice to Proceed will dix the dates of milestones, where applicable, Substantial Completion, and Final Completion of the Agreement, based on the stipulated Project Schedule.

O. Owner's Contingency: A sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent or Project Manager.

P. Preconstruction Phase Fee Schedule: The sum to be paid for providing all the Preconstruction Phase services, as set forth in this Agreement and in the Project Assignment.

Q. Project Manager: City's staff representative for a Project Assignment, and whose responsibilities are set forth in Section XIV of the Agreement.

R. Project: For purposes of each Project Assignment and this Agreement, the Project shall mean the project identified in a specific Project Assignment.

S. Project Schedule: The timeline prepared by the CM and approved by the Project Manager for accomplishing the Project, as delineated in the Project Assignment.

T. Project Team: The term Project Team shall include the City, the Design Consultant, and the CM for a Project Assignment.

U. Drawings: All drawings, diagrams, illustrations, schedule and other data or information which are specifically prepared or assembled by or for the CM and submitted by the CM to illustrate some portion of the Work.

V. Site: The location identified in the Construction Documents for a Project Assignment where the Work is to be performed along with such additional lands as may be identified by the City

for purposes such as staging areas or material storage.

W. Specifications: Written documentation describing the Scope of Work, any materials that are to be used, the methods of installation, and the quality of workmanship under contract.

X. Substantial Completion: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all corticates of occupancy obtained.

Y. Trade Contractors: Shall mean those contractors having a direct contract with the CM for the performance of the Work.

Z. Work: Any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CM (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement and the Project Assignment.

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AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

QUALITY ENTERPRISES USA, INC.:

By: _____

Print Name: Louis J Gaudio
(Title of Authorized Representative)

Date: 3/9/2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Project Descriptions

Projects may include, but not be limited to, the following:

A. Transportation- roadway construction, intersection improvements, sidewalks, storm drainage, signalization, and storm water construction.

B. Utilities- water main installations, wastewater force main installations, gravity sewer installations, reclaimed water installations, lift station rehabilitations, electrical upgrades at treatment plants and lift stations, water and wastewater treatment plant rehabilitation projects.

II. General Requirements

A. Consultant shall provide Construction Manager at Risk (CMAR) services on an as needed basis for public works projects, which shall include the following:

1. Pre-construction management services during the design phase of a particular project;
2. Solicit bids from subcontractors to perform the Work of a particular project and establish a Guaranteed Maximum Price (GMP);
3. Serve as the general contractor during the construction phase of the project and be responsible for construction means and methods.

B. The City will compensate the selected CM for these services by a negotiated fee based on a percentage of the Cost of Work.

C. A portion of this fixed fee will be incrementally paid to the selected CM for services performed during the Pre-construction phase of a particular project.

III. Phases of Projects

A. The first phase of each project will be pre-construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

B. If the GMP proposal is accepted, the City will amend the project assignment for pre-construction services to include construction phase services. At the time the pre-construction services are negotiated, the City may elect to negotiate the CMAR Fee, as well as other aspects of the Work to be performed by the CM during the construction phase.

IV. Preconstruction Phase Services

A. Pre-Construction Phase Services may include the oversight of any early preconstruction work deemed beneficial to the project by Public Works. The Work to be performed by the CM during the Design and Preconstruction Phase includes but is not limited to:

1. Preliminary Site investigations
2. Quality assurance during the design phase
3. Value Engineering
4. Recommendations for material and systems alternatives
5. Constructability and sustainability reviews

6. Code compliance review to ensure permits are attainable
7. Cost estimating during design to keep project in budget
8. Ongoing monitoring and controlling of the schedule
9. Recommendation for material and systems alternatives
10. Geotechnical subsurface exploration
11. Testing
12. Bidding
13. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to the City based on 100% plans and Specifications.

B. Preconstruction Phase Services may also include the oversight of any early preconstruction work deemed beneficial to the project by the City.

V. Construction Phase Services

A. The construction phase shall commence upon the City's execution of the GMP. The CM shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds, each in a value equal to 100% of the GMP.

B. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the City as a completed project including all required final close out documents. The CM shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

C. Services required for the Construction Phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
2. Preparation and distribution of all meeting minutes for all construction meetings.
3. Project management to ensure performance of the Work in accordance with the Project Assignment.
4. Construction supervision to ensure compliance with design documents, Specifications, and permitting conditions.
5. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
6. Coordination and cooperation with any third-party contracts or contractors that the City may provide for projects.
7. Development and administration of quality control systems to ensure the Work is performed in strict accordance with design requirements, applicable building codes, permit requirements and the City's objectives.

8. Process payment requests for approval by the design team and appropriate City representatives.
9. Preparation of Owner Direct Purchase documents
10. Provide construction phase accounting and reporting to the City.
11. Administration of jobsite safety program.
12. Providing temporary facilities for use by others.
13. Maintenance of on-site and off-site traffic
14. Maintenance of all project records.
15. Scheduling of inspections by authorities having jurisdiction over the project.
16. Supervision of third-party testing to assure independence and proper conduct.
17. Oversight of field surveying services and other necessary surveying, testing or sampling as required per the Project.
18. Administer post construction closeout, final completion, and start-up and warranty periods.

VI. <u>Assignment of Work</u>

A. During the term of the agreement, work will be performed under a series of individual Project Assignments on a rotational basis. Project sizes may vary.

B. CM shall perform all the Work specified in the Project Assignment(s) issued hereunder in accordance with generally accepted professional standards.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested utility work.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL	TITLE
Louis J Gaudio VP	Executive in Charge
Kathleen Martin	EEO/Grant Compliance/Admin
Dewey Noble	Estimator
Travis Holte	Estimator
Sean Auchter	Estimator
Alex Ramirez	Estimator
Ben McManaway	Safety
Vanessa Rendon	Safety
Angelo Acevedo	Safety
Matt Murphy	Project Manager
Chris Cardozo	Project Manager
Steve Jones	Project Manager
Jason Terry	Project Manager
Ty Ewart	Project Manager
Raul Vera	Project Manager
Ron Augustin	Project Manager
Garry Rodriguez	Project Manager
Chris Speros	Superintendent
Antonio Ramirez	Superintendent
Dylan Rafael	Superintendent

EXHIBIT B
KEY PERSONNEL

Paul Moriarty	Superintendent
Dan Rodriguez	Superintendent
James Roughton	Superintendent
Terry Jakovic	Superintendent
Daniel Gucu	Superintendent
Pancho Gress	Superintendent
Mike Hevey	Superintendent
Dylan Reed	Superintendent
Ryan Mclellan	Superintendent
Peter Munoz	Superintendent
Tom Gillispie	Locate Supervisor

EXHIBIT C
PRECONSTRUCTION FEE SCHEDULE

TITLE	RATE
Executive in Charge	$165.00
EEO/Grant Compliance/Admin	$80.00
Estimator	$130.00
Project Manager	$140.00
Superintendent	$95.00
Locate Supervisor	$300.00 Includes GPR Equipment and Truck

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **TLC Diversified, Inc.,** a Florida corporation (the "CM").

WITNESSETH

WHEREAS, the City has determined that it is necessary and in the best interest of the City to retain one or more construction managers at risk to perform continuing services relating to public works projects; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-012EJ on November 25, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the CM has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONSTRUCTION MANAGER'S SERVICES

The CM agrees to diligently perform various construction manager at risk services pertaining to public works projects, as described in the Solicitation ("Service Category"), in accordance with Preconstruction Phase Services and Construction Phase Services, as applicable and as defined in the Agreement Documents. The provisions contained in Construction Phase Services shall be made effective by the execution of a Guaranteed Maximum Price ("GMP") Amendment to a Project Assignment and Notice to Proceed with construction phase services, and no Construction Phase Services shall be authorized prior to execution of a GMP Amendment to a Project Assignment.

II. TERM

This Agreement shall commence immediately upon execution by both the City and the CM and shall continue for a period of three (3) years, provided the CM maintains qualifications which meet the current minimum standards established for this Service Category. If minimum qualifications are not maintained, the City reserves the right to terminate this Agreement. This Agreement may be renewed for up to two (2) additional one year period by written agreement of both parties.

III. PROJECT ASSIGNMENTS

A. CM shall be engaged to perform specific work through the issuance of a negotiated Project Assignment ("Project Assignment").

B. CM acknowledges that the City has entered into multiple agreements with various firms for

this Service Category and Project Assignments shall be issued on a rotational basis.

1. Project Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For the Service Category, Purchasing will place the firms in the City's professional services library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
3. As each Project Assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that Project Assignment with the City's Administrative Agent.
4. Should a Firm decline a Project Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the Project Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Project Assignment within the Service Category within a twelve-month period without penalty. A second Project Assignment rejection within the Service Category during any twelve-month period will cause the firm to be skipped in the rotation for the subsequent Project Assignment within the Service Category. A firm who rejects three (3) Project Assignments (or is unable to satisfactorily negotiate three (3) Project Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Project Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. Preconstruction Phase Services
    i. After notification by the City, the CM and City shall negotiate a scope of work, time schedule, and budget for performance of the Work. When the scope of work, time schedule and budget are mutually agreeable, the Project Assignment shall be executed by the parties, and a purchase order shall be issued by the city to the CM authorizing preconstruction services for the Project Assignment and the negotiation of a GMP.
    ii. When a GMP and other necessary Project elements are negotiated and finalized pursuant to this Agreement, the GMP Amendment to the Project Assignment shall be executed by the Parties establishing the GMP and any additional requirements pertaining to the Project Construction Phase.

C. CM will identify and provide qualifications of sub-consultants during the Project Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Project Assignment prior to execution of the Project Assignment.

D. Amendments to Project Assignments shall reference original Project Assignment scope and all items as detailed in Section III of this Agreement to which they relate. No amendment to a Project Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in the Service Category and select ("direct select") a specific firm to perform the required services.

F. Any Project Assignment commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Project Assignment any extension thereof is authorized in accordance with the policy manual. In such event, the Agreement term shall be deemed to have the same completion date as the Project Assignment.

IV. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project Assignment will be completed in accordance with the established schedule included in each Project Assignment and shall make recommendations to the Project Manager and Design Consultant regarding the Drawings and Specifications to facilitate construction of the Work.

B. The CM shall thoroughly familiarize itself with each Project Assignment. Where appropriate and as requested, CM shall make written recommendations with respect to a Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Project Manager in evaluating alternatives and their long-term cost effects, as the Project Manager deems appropriate. The CM shall call to the attention of the Project Manager and the Design Consultant any known or perceived defect in the design, Drawings and Specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design errors or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Project Manager, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing each Project Assignment. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

V. BASIS OF GUARANTEED MAXIMUM PRICE

A. For each Project Assignment, the CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services described in the Project Assignment, this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CM had knowledge of or which are reasonably inferable from the Construction Documents, and as necessary to complete

the Work as defined in Section XX of this Agreement in accordance with the Construction Documents, the CM shall note be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the Drawings and Specifications Such list shall not include restatements or any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP.
5. The date of Substantial Completion, upon which the proposed GMP is based; and
6. A schedule of the Construction document's issuance dates, upon which the proposed GMP is based.

B. The CM acknowledges that the GMP include an amount designated as the Owner's Contingency. The Owner's Contingency shall be available to the CM only if the City approves.

C. The GMP shall be inclusive of the arrangement and supply of all job-site facilities and equipment that are reasonably necessary to enable the members of the Project Team to perform the respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office site for use by the Project Team, unless otherwise provided by the Project Assignment.

D. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

E. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare the GMP amendments to the Project Assignment, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Project Manager shall inform the GM in writing. Thereupon, the Project Assignment shall terminate and neither party shall have any obligations to the other regarding the Construction Phase of the Project.

VI. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

A. Each Project Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the Work as outlined in this Agreement.

B. The maximum compensation for each Project Assignment shall be determined individually by the City as the need for a Project Assignment arises.

C. CM acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Project Assignments. If a Project Assignment is

issued, the City reserves the right to amend, reduce or terminate the Project Assignment in its sole discretion.

D. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

VII. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder or to a Project Assignment shall be made unless the same are in writing and signed by both the CM and the City.

B. If the Project manager requires the CM to perform additional services related to a Project Assignment, then the CM shall be entitled to additional compensation to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into the Project Assignment by written amendment. The City shall not pay for any additional service or work performed before a written amendment to the Project Assignment.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VIII. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. For those specific services that are partially complete, progress payments shall be paid monthly in proportion to the percentage of complete work on those specific service activities as approved in writing by the City.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

IX. LIABILITY OF CM

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way

connected with the CM or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

X. CM'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

XI. RESPONSIBILITIES OF THE CM

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interest. CM covenants to furnish its best skill and judgement and to cooperate with the City and the design professional for the duration of the Project in accordance with each Project Assignment in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, Specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, Specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Work.

G. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

H. The CM is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The CM is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the

CM sole direction, supervision and control. The CM shall exercise control over the means and manner in which it and its employees perform the Work, and in all aspects the CM's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. CM shall be solely responsible for providing benefits and insurance to its employees.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

XII. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, Specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD Drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XIII. FORCE MAJEURE; PERFORMANCE OF CM'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events,

omissions or accidents beyond the reasonable control of the parties.

B. The CM shall assign a project manager, together with such other personnel as are necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Project Assignments issued hereunder. The key personnel assigned by the CM to perform the Work of this Agreement and each Project Assignment shall be the same as those identified Exhibit B – Key Personnel. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CM's Key Personnel must receive the City's written approval before said changes or substitution can become effective.

C. The Work to be performed by the CM shall commence upon the CM's receipt of both a Purchase Order and written Notice to Proceed from the Administrative Agent or Project Manager. The time limits set forth in each Project Assignment shall commence to run on the date of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with the Preconstruction Schedule included with the Project Assignment. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by the Project Assignment.

D. The CM specifically agrees that all work performed under the terms and condition of this Agreement shall be completed within the time limits as set forth in Project Assignments, subject only to delays caused by force majeure, or otherwise defined herein. "Force majeure" shall be deemed to be any cause affective the performance of this Agreement arising from or attributable to acts, events, omission or accidents beyond the reasonable control of the parties.

E. The CM agrees to provide monthly written progress reports concerning the status of each Project Assignment to the City. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

F. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plants, permits, reports or other documents submitted by the CM which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

1. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Project Assignment, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Project Manager, or until 12 additional months have elapsed, whichever is less.

2. Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder and amend the Project Assignment accordingly.

XIV. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent or Project Manager is designated to do all things necessary to

properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Examination of all reports, sketches, Drawings, estimates, proposals, and other documents presented by the CM and rendering in writing, decision pertaining thereto within a reasonable time.
2. Transmission of instructions receipt of information, interpretation and definition of City policies and decisions with respect to design, materials and other matter pertinent to the Work covered by this Agreement.
3. Review the content of all the CM's documents and payment request for approval or rejection.
4. Determining when and if it may be in the nest interest of the City to shift amounts among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Project Assignment is not exceeded. Any such determination shall be memorialized in writing.

B. The City shall, upon request, furnish the CM with all existing data, plans, studies, and other information int eh City's possession which may be useful in connection with performance of the Project Assignment, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the Work to be performed by the CM.

C. The City shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assign the CM. The availability and necessity of said personnel to assist the CM shall be determined solely within the discretion of the City. The City's technical obligations for a Project, if any, are stated in a Project Assignment.

D. The City shall not provide any services to the CM in connection with any claim or litigation brought on behalf or against the CM.

XV. TERMINATION

A. Termination for Convenience. The City shall have the right at any time and for any reason upon thirty (30) calendar days' written notice to the CM to terminate this Agreement, in that event, the CM shall cease work and shall deliver to the City all documents, (including reports, designs, Specifications, and other data) prepared or obtained by the CM in connection with its services under this Agreement. The City shall, upon receipt of the aforesaid documents, pay the CM and the CM shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Project Assignments, plus (2) the fee for the percentage of the Work completed in any authorized but uncompleted task, less (3) all previous payments made for the same tasks. The CM shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the CM, or for other economic losses arising out of or resulting from such termination.

B. Termination for Cause.

1. The City may terminate this Agreement upon not less than seven (7) days' written notice should the CM fail substantially to perform in accordance with the terms of this Agreement through no fault of the City. The City shall pay all fees earned prior to termination less such damages as may be incurred by the City by reason of CM's failure to perform.

2. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.A. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

C. Termination by CM. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of written approval of the invoice by the City's Administrative Agent.

D. The City reserves the right to terminate this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

E. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Work not performed in accordance with the requirements of this Agreement;

2. The quantity of the Work not delivered or performed as represented in the CM's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the CM;

5. The CM's failure or refusal to perform any obligation under this Agreement.

F. Termination of Project Assignment

1. The City reserves the right to terminate any Project Assignment without terminating the Agreement or any other uncompleted Project Assignment.

2. In the event the City terminates a Project Assignment for convenience, such termination shall be subject to the requirements of Section XV(A) of this Agreement.

3. In the event the City terminates a Project Assignment for cause prior to the GMP Amendment, such termination shall be subject to the requirements of Section XV(B) and Section XV(F)(4) of this Agreement.

4. Termination of a Project Assignment for cause

i. The City may terminate a Project Assignment for cause if the CM:

a. Fails to submit the CM's proposal by the date required by the Project Assignment, or if no date is indicated, within a reasonable time consistent with the estimated project duration;

b. Repeatedly refuses or fails to supply or provide enough properly skilled Consultants, Contractors or workers or proper materials;

c. Fails to make payment to Trade Contractors or suppliers for services, materials, or labor in accordance with their respective agreement with the CM;

d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of a public authority; or

e. Is otherwise guilty of substantial breach of a provision of the Agreement Documents.

ii. When any of the above reasons in Section XV(F)(4)(i) exist, the City may without prejudice to any other right or remedies of the City and after giving the CM and the CM's surety, if any, seven (7) days' written notice, terminate employment of the CM and may, subject to right of the surety:

a. Exclude the CM from the Site and take possession of all materials, equipment, tools and construction equipment and machinery owned by the CM; and

b. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the CM, the City shall furnish to the CM a detailed accounting of the costs incurred by the City in finishing the Work.

iii. When the City terminates the Project Assignment for one of the reasons stated in this Section XV(F)(4), the CM shall not be entitled to receive further payment until the Work is finished.

iv. If the balance of the GMP less unallocated Owner's Contingency for a Project Assignment is less than the costs of finishing the Work and other damages incurred by the City and not expressly waived, the CM or CM's Surety shall pay the difference to the City. The obligation for such payments shall survive termination of the Project Assignment. Notwithstanding any other provisions of the Construction Documents to the contrary, the City shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

XVI. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The CM shall not resume Work unless specifically so directed in writing by the City. Before the stop work order expires (unless it is extended), the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the Work covered by the order; or

3. Terminate this Agreement in accordance with the provisions contained in Section XV of this Agreement.

B. In the event the City elects not to direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A) of this Agreement. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM

to resume Work within ninety (90) days, the CM may terminate this Agreement.

XVII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below; provided, however, that mediation shall not be deemed a condition precedent to the filing of any legal action in connection with the Agreement Documents or performance or non-performance of the parties' obligations thereunder.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue the Work and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVIII. PUBLIC RECORDS

IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XIX. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with

respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices required under this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

CM's Representative:		City's Administrative Agent:	
Name:	Eric Macek	Name:	Don Demonia
Title:	Vice President of Pre-Construction	Title:	Construction Manager
Address:	2719 17th St. E	Address:	888 13th Ave. E.
	Palmetto, FL 34221		Bradenton, FL 34208
Telephone:	941-807-5885	Telephone:	941-465-4987
E-Mail:	emacek@tlcdiv.com	E-Mail:	Donald.Demonia@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

XX. DEFINITIONS

A. Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIV.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Scope of Services, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, the Construction Documents, the Purchase Order(s), and the Project Assignment(s), all of which are incorporated into this Agreement by reference.

C. Allowance: A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a Change Order.

D. Change Order: A written order signed by the City, Design Consultant, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjust to the Cost of Work.

E. CM's Contingency: A sum of money included in the GMP to cover costs and expenses of the CM incurred as a result of unforeseen or unanticipated events or circumstances that would not normally be expected to be encountered in the construction of the Project Assignment.

F. Construction Documents: Final working Drawings and Specifications required to construct the Project.

G. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

H. Design Consultant: The Design Consultant for the Project Assignment shall be identified in each Project Assignment.

I. Direct Cost: The expenses the CM incurs directly for the Project Assignment.

J. Final Completion: The point in the progress of the Work when all Work related to the Project Assignment has been completed by the CM and accepted by the City.

K. Guaranteed Maximum Price (GMP): The sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the Work for the Construction Phase of the Project Assignment, including but not limited to the completion of the Work in accordance with the Construction Documents.

L. GMP Amendment: An amendment to a Project Assignment executed by the Parties establishing the GMP and any additional requirements pertaining to the Project construction.

M. Milestone: A principal event or Work item specified in the Construction Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

N. Notice to Proceed: A written notice given by the City to the CM fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Project Assignment. The notice to Proceed will dix the dates of milestones, where applicable, Substantial Completion, and Final Completion of the Agreement, based on the stipulated Project Schedule.

O. Owner's Contingency: A sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent or Project Manager.

P. Preconstruction Phase Fee Schedule: The sum to be paid for providing all the Preconstruction Phase services, as set forth in this Agreement and in the Project Assignment.

Q. Project Manager: City's staff representative for a Project Assignment, and whose responsibilities are set forth in Section XIV of the Agreement.

R. Project: For purposes of each Project Assignment and this Agreement, the Project shall mean the project identified in a specific Project Assignment.

S. Project Schedule: The timeline prepared by the CM and approved by the Project Manager for accomplishing the Project, as delineated in the Project Assignment.

T. Project Team: The term Project Team shall include the City, the Design Consultant, and the CM for a Project Assignment.

U. Drawings: All drawings, diagrams, illustrations, schedule and other data or information which are specifically prepared or assembled by or for the CM and submitted by the CM to illustrate some portion of the Work.

V. Site: The location identified in the Construction Documents for a Project Assignment where

the Work is to be performed along with such additional lands as may be identified by the City for purposes such as staging areas or material storage.

W. Specifications: Written documentation describing the Scope of Work, any materials that are to be used, the methods of installation, and the quality of workmanship under contract.

X. Substantial Completion: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all corticates of occupancy obtained.

Y. Trade Contractors: Shall mean those contractors having a direct contract with the CM for the performance of the Work.

Z. Work: Any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CM (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement and the Project Assignment.

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AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

TLC DIVERSIFIED, INC.:

By: _____

Print Name: _Dalas Lamberson_____
(Title of Authorized Representative)

Date: 3/11/2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Project Descriptions

Projects may include, but not be limited to, the following:

A. Transportation- roadway construction, intersection improvements, sidewalks, storm drainage, signalization, and storm water construction.

B. Utilities- water main installations, wastewater force main installations, gravity sewer installations, reclaimed water installations, lift station rehabilitations, electrical upgrades at treatment plants and lift stations, water and wastewater treatment plant rehabilitation projects.

II. General Requirements

A. Consultant shall provide Construction Manager at Risk (CMAR) services on an as needed basis for public works projects, which shall include the following:

1. Pre-construction management services during the design phase of a particular project;
2. Solicit bids from subcontractors to perform the Work of a particular project and establish a Guaranteed Maximum Price (GMP);
3. Serve as the general contractor during the construction phase of the project and be responsible for construction means and methods.

B. The City will compensate the selected CM for these services by a negotiated fee based on a percentage of the Cost of Work.

C. A portion of this fixed fee will be incrementally paid to the selected CM for services performed during the Pre-construction phase of a particular project.

III. Phases of Projects

A. The first phase of each project will be pre-construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

B. If the GMP proposal is accepted, the City will amend the project assignment for pre-construction services to include construction phase services. At the time the pre-construction services are negotiated, the City may elect to negotiate the CMAR Fee, as well as other aspects of the Work to be performed by the CM during the construction phase.

IV. Preconstruction Phase Services

A. Pre-Construction Phase Services may include the oversight of any early preconstruction work deemed beneficial to the project by Public Works. The Work to be performed by the CM during the Design and Preconstruction Phase includes but is not limited to:

1. Preliminary Site investigations
2. Quality assurance during the design phase
3. Value Engineering
4. Recommendations for material and systems alternatives
5. Constructability and sustainability reviews

6. Code compliance review to ensure permits are attainable
7. Cost estimating during design to keep project in budget
8. Ongoing monitoring and controlling of the schedule
9. Recommendation for material and systems alternatives
10. Geotechnical subsurface exploration
11. Testing
12. Bidding
13. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to the City based on 100% plans and Specifications.

B. Preconstruction Phase Services may also include the oversight of any early preconstruction work deemed beneficial to the project by the City.

V. Construction Phase Services

A. The construction phase shall commence upon the City's execution of the GMP. The CM shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds, each in a value equal to 100% of the GMP.

B. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the City as a completed project including all required final close out documents. The CM shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

C. Services required for the Construction Phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
2. Preparation and distribution of all meeting minutes for all construction meetings.
3. Project management to ensure performance of the Work in accordance with the Project Assignment.
4. Construction supervision to ensure compliance with design documents, Specifications, and permitting conditions.
5. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
6. Coordination and cooperation with any third-party contracts or contractors that the City may provide for projects.
7. Development and administration of quality control systems to ensure the Work is performed in strict accordance with design requirements, applicable building codes, permit requirements and the City's objectives.

8. Process payment requests for approval by the design team and appropriate City representatives.
9. Preparation of Owner Direct Purchase documents
10. Provide construction phase accounting and reporting to the City.
11. Administration of jobsite safety program.
12. Providing temporary facilities for use by others.
13. Maintenance of on-site and off-site traffic
14. Maintenance of all project records.
15. Scheduling of inspections by authorities having jurisdiction over the project.
16. Supervision of third-party testing to assure independence and proper conduct.
17. Oversight of field surveying services and other necessary surveying, testing or sampling as required per the Project.
18. Administer post construction closeout, final completion, and start-up and warranty periods.

VI. <u>Assignment of Work</u>

A. During the term of the agreement, work will be performed under a series of individual Project Assignments on a rotational basis. Project sizes may vary.

B. CM shall perform all the Work specified in the Project Assignment(s) issued hereunder in accordance with generally accepted professional standards.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested utility work.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL	TITLE
Dalas Lamberson	Principal-in-Charge
Eric Macek	Vice-President of Preconstruction
Robert Lachance	Construction Manager
Ron Rook	Safety Director

EXHIBIT C
PRECONSTRUCTION FEE SCHEDULE

TITLE	HOURLY RATE
Principal	$200.00
VP of Preconstruction	$195.00
Construction Manager	$195.00
Project Manager	$185.00
Superintendent	$175.00
Project Engineer	$125.00
Safety Director	$150.00
Field Engineer	$95.00
Skilled Labor	$90.00
Project Administrator	$75.00

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Westra Construction Corp.,** a Florida corporation (the "CM").

WITNESSETH

WHEREAS, the City has determined that it is necessary and in the best interest of the City to retain one or more construction managers at risk to perform continuing services relating to public works projects; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-012EJ on November 25, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the CM has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONSTRUCTION MANAGER'S SERVICES

The CM agrees to diligently perform various construction manager at risk services pertaining to public works projects, as described in the Solicitation ("Service Category"), in accordance with Preconstruction Phase Services and Construction Phase Services, as applicable and as defined in the Agreement Documents. The provisions contained in Construction Phase Services shall be made effective by the execution of a Guaranteed Maximum Price ("GMP") Amendment to a Project Assignment and Notice to Proceed with construction phase services, and no Construction Phase Services shall be authorized prior to execution of a GMP Amendment to a Project Assignment.

II. TERM

This Agreement shall commence immediately upon execution by both the City and the CM and shall continue for a period of three (3) years, provided the CM maintains qualifications which meet the current minimum standards established for this Service Category. If minimum qualifications are not maintained, the City reserves the right to terminate this Agreement. This Agreement may be renewed for up to two (2) additional one year period by written agreement of both parties.

III. PROJECT ASSIGNMENTS

A. CM shall be engaged to perform specific work through the issuance of a negotiated Project Assignment ("Project Assignment").

B. CM acknowledges that the City has entered into multiple agreements with various firms for

this Service Category and Project Assignments shall be issued on a rotational basis.

1. Project Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For the Service Category, Purchasing will place the firms in the City's professional services library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
3. As each Project Assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that Project Assignment with the City's Administrative Agent.
4. Should a Firm decline a Project Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the Project Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Project Assignment within the Service Category within a twelve-month period without penalty. A second Project Assignment rejection within the Service Category during any twelve-month period will cause the firm to be skipped in the rotation for the subsequent Project Assignment within the Service Category. A firm who rejects three (3) Project Assignments (or is unable to satisfactorily negotiate three (3) Project Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Project Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. Preconstruction Phase Services
    i. After notification by the City, the CM and City shall negotiate a scope of work, time schedule, and budget for performance of the Work. When the scope of work, time schedule and budget are mutually agreeable, the Project Assignment shall be executed by the parties, and a purchase order shall be issued by the city to the CM authorizing preconstruction services for the Project Assignment and the negotiation of a GMP.
    ii. When a GMP and other necessary Project elements are negotiated and finalized pursuant to this Agreement, the GMP Amendment to the Project Assignment shall be executed by the Parties establishing the GMP and any additional requirements pertaining to the Project Construction Phase.

C. CM will identify and provide qualifications of sub-consultants during the Project Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Project Assignment prior to execution of the Project Assignment.

D. Amendments to Project Assignments shall reference original Project Assignment scope and all items as detailed in Section III of this Agreement to which they relate. No amendment to a Project Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in the Service Category and select ("direct select") a specific firm to perform the required services.

F. Any Project Assignment commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Project Assignment any extension thereof is authorized in accordance with the policy manual. In such event, the Agreement term shall be deemed to have the same completion date as the Project Assignment.

IV. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project Assignment will be completed in accordance with the established schedule included in each Project Assignment and shall make recommendations to the Project Manager and Design Consultant regarding the Drawings and Specifications to facilitate construction of the Work.

B. The CM shall thoroughly familiarize itself with each Project Assignment. Where appropriate and as requested, CM shall make written recommendations with respect to a Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Project Manager in evaluating alternatives and their long-term cost effects, as the Project Manager deems appropriate. The CM shall call to the attention of the Project Manager and the Design Consultant any known or perceived defect in the design, Drawings and Specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design errors or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Project Manager, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing each Project Assignment. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

V. BASIS OF GUARANTEED MAXIMUM PRICE

A. For each Project Assignment, the CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services described in the Project Assignment, this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CM had knowledge of or which are reasonably inferable from the Construction Documents, and as necessary to complete

the Work as defined in Section XX of this Agreement in accordance with the Construction Documents, the CM shall note be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the Drawings and Specifications Such list shall not include restatements or any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP.
5. The date of Substantial Completion, upon which the proposed GMP is based; and
6. A schedule of the Construction document's issuance dates, upon which the proposed GMP is based.

B. The CM acknowledges that the GMP include an amount designated as the Owner's Contingency. The Owner's Contingency shall be available to the CM only if the City approves.

C. The GMP shall be inclusive of the arrangement and supply of all job-site facilities and equipment that are reasonably necessary to enable the members of the Project Team to perform the respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office site for use by the Project Team, unless otherwise provided by the Project Assignment.

D. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

E. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare the GMP amendments to the Project Assignment, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Project Manager shall inform the GM in writing. Thereupon, the Project Assignment shall terminate and neither party shall have any obligations to the other regarding the Construction Phase of the Project.

VI. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

A. Each Project Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the Work as outlined in this Agreement.

B. The maximum compensation for each Project Assignment shall be determined individually by the City as the need for a Project Assignment arises.

C. CM acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Project Assignments. If a Project Assignment is

issued, the City reserves the right to amend, reduce or terminate the Project Assignment in its sole discretion.

D. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

VII. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder or to a Project Assignment shall be made unless the same are in writing and signed by both the CM and the City.

B. If the Project manager requires the CM to perform additional services related to a Project Assignment, then the CM shall be entitled to additional compensation to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into the Project Assignment by written amendment. The City shall not pay for any additional service or work performed before a written amendment to the Project Assignment.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VIII. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. For those specific services that are partially complete, progress payments shall be paid monthly in proportion to the percentage of complete work on those specific service activities as approved in writing by the City.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

IX. LIABILITY OF CM

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way

connected with the CM or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

X. CM'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

XI. RESPONSIBILITIES OF THE CM

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interest. CM covenants to furnish its best skill and judgement and to cooperate with the City and the design professional for the duration of the Project in accordance with each Project Assignment in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, Specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, Specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Work.

G. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

H. The CM is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The CM is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the

CM sole direction, supervision and control. The CM shall exercise control over the means and manner in which it and its employees perform the Work, and in all aspects the CM's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. CM shall be solely responsible for providing benefits and insurance to its employees.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

XII. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, Specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD Drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XIII. FORCE MAJEURE; PERFORMANCE OF CM'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events,

omissions or accidents beyond the reasonable control of the parties.

B. The CM shall assign a project manager, together with such other personnel as are necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Project Assignments issued hereunder. The key personnel assigned by the CM to perform the Work of this Agreement and each Project Assignment shall be the same as those identified Exhibit B – Key Personnel. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CM's Key Personnel must receive the City's written approval before said changes or substitution can become effective.

C. The Work to be performed by the CM shall commence upon the CM's receipt of both a Purchase Order and written Notice to Proceed from the Administrative Agent or Project Manager. The time limits set forth in each Project Assignment shall commence to run on the date of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with the Preconstruction Schedule included with the Project Assignment. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by the Project Assignment.

D. The CM specifically agrees that all work performed under the terms and condition of this Agreement shall be completed within the time limits as set forth in Project Assignments, subject only to delays caused by force majeure, or otherwise defined herein. "Force majeure" shall be deemed to be any cause affective the performance of this Agreement arising from or attributable to acts, events, omission or accidents beyond the reasonable control of the parties.

E. The CM agrees to provide monthly written progress reports concerning the status of each Project Assignment to the City. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

F. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plants, permits, reports or other documents submitted by the CM which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

1. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Project Assignment, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Project Manager, or until 12 additional months have elapsed, whichever is less.

2. Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder and amend the Project Assignment accordingly.

XIV. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent or Project Manager is designated to do all things necessary to

properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Examination of all reports, sketches, Drawings, estimates, proposals, and other documents presented by the CM and rendering in writing, decision pertaining thereto within a reasonable time.
2. Transmission of instructions receipt of information, interpretation and definition of City policies and decisions with respect to design, materials and other matter pertinent to the Work covered by this Agreement.
3. Review the content of all the CM's documents and payment request for approval or rejection.
4. Determining when and if it may be in the nest interest of the City to shift amounts among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Project Assignment is not exceeded. Any such determination shall be memorialized in writing.

B. The City shall, upon request, furnish the CM with all existing data, plans, studies, and other information int eh City's possession which may be useful in connection with performance of the Project Assignment, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the Work to be performed by the CM.

C. The City shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assign the CM. The availability and necessity of said personnel to assist the CM shall be determined solely within the discretion of the City. The City's technical obligations for a Project, if any, are stated in a Project Assignment.

D. The City shall not provide any services to the CM in connection with any claim or litigation brought on behalf or against the CM.

XV. TERMINATION

A. Termination for Convenience. The City shall have the right at any time and for any reason upon thirty (30) calendar days' written notice to the CM to terminate this Agreement, in that event, the CM shall cease work and shall deliver to the City all documents, (including reports, designs, Specifications, and other data) prepared or obtained by the CM in connection with its services under this Agreement. The City shall, upon receipt of the aforesaid documents, pay the CM and the CM shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Project Assignments, plus (2) the fee for the percentage of the Work completed in any authorized but uncompleted task, less (3) all previous payments made for the same tasks. The CM shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the CM, or for other economic losses arising out of or resulting from such termination.

B. Termination for Cause.

1. The City may terminate this Agreement upon not less than seven (7) days' written notice should the CM fail substantially to perform in accordance with the terms of this Agreement through no fault of the City. The City shall pay all fees earned prior to termination less such damages as may be incurred by the City by reason of CM's failure to perform.

2. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.A. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

C. Termination by CM. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of written approval of the invoice by the City's Administrative Agent.

D. The City reserves the right to terminate this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

E. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

F. Termination of Project Assignment

1. The City reserves the right to terminate any Project Assignment without terminating the Agreement or any other uncompleted Project Assignment.
2. In the event the City terminates a Project Assignment for convenience, such termination shall be subject to the requirements of Section XV(A) of this Agreement.
3. In the event the City terminates a Project Assignment for cause prior to the GMP Amendment, such termination shall be subject to the requirements of Section XV(B) and Section XV(F)(4) of this Agreement.
4. Termination of a Project Assignment for cause
    i. The City may terminate a Project Assignment for cause if the CM:
        a. Fails to submit the CM's proposal by the date required by the Project Assignment, or if no date is indicated, within a reasonable time consistent with the estimated project duration;
        b. Repeatedly refuses or fails to supply or provide enough properly skilled Consultants, Contractors or workers or proper materials;
        c. Fails to make payment to Trade Contractors or suppliers for services, materials, or labor in accordance with their respective agreement with the CM;

d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of a public authority; or

e. Is otherwise guilty of substantial breach of a provision of the Agreement Documents.

ii. When any of the above reasons in Section XV(F)(4)(i) exist, the City may without prejudice to any other right or remedies of the City and after giving the CM and the CM's surety, if any, seven (7) days' written notice, terminate employment of the CM and may, subject to right of the surety:

a. Exclude the CM from the Site and take possession of all materials, equipment, tools and construction equipment and machinery owned by the CM; and

b. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the CM, the City shall furnish to the CM a detailed accounting of the costs incurred by the City in finishing the Work.

iii. When the City terminates the Project Assignment for one of the reasons stated in this Section XV(F)(4), the CM shall not be entitled to receive further payment until the Work is finished.

iv. If the balance of the GMP less unallocated Owner's Contingency for a Project Assignment is less than the costs of finishing the Work and other damages incurred by the City and not expressly waived, the CM or CM's Surety shall pay the difference to the City. The obligation for such payments shall survive termination of the Project Assignment. Notwithstanding any other provisions of the Construction Documents to the contrary, the City shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

XVI. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The CM shall not resume Work unless specifically so directed in writing by the City. Before the stop work order expires (unless it is extended), the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the Work covered by the order; or

3. Terminate this Agreement in accordance with the provisions contained in Section XV of this Agreement.

B. In the event the City elects not to direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A) of this Agreement. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM

to resume Work within ninety (90) days, the CM may terminate this Agreement.

XVII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below; provided, however, that mediation shall not be deemed a condition precedent to the filing of any legal action in connection with the Agreement Documents or performance or non-performance of the parties' obligations thereunder.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue the Work and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVIII. PUBLIC RECORDS

IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XIX. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with

respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices required under this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

CM's Representative:		City's Administrative Agent:	
Name:	Michael Beukema	Name:	Don Demonia
Title:	President	Title:	Construction Manager
Address:	1263 12th Avenue East	Address:	888 13th Ave. E.
	Palmetto, FL 34211		Bradenton, FL 34208
Telephone:	941-723-1611	Telephone:	941-465-4987
E-Mail:	Mike@westraconst.com	E-Mail:	Donald.Demonia@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

XX. DEFINITIONS

A. Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIV.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Scope of Services, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, the Construction Documents, the Purchase Order(s), and the Project Assignment(s), all of which are incorporated into this Agreement by reference.

C. Allowance: A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a Change Order.

D. Change Order: A written order signed by the City, Design Consultant, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjust to the Cost of Work.

E. CM's Contingency: A sum of money included in the GMP to cover costs and expenses of the CM incurred as a result of unforeseen or unanticipated events or circumstances that would not normally be expected to be encountered in the construction of the Project Assignment.

F. Construction Documents: Final working Drawings and Specifications required to construct the

Project.

G. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

H. Design Consultant: The Design Consultant for the Project Assignment shall be identified in each Project Assignment.

I. Direct Cost: The expenses the CM incurs directly for the Project Assignment.

J. Final Completion: The point in the progress of the Work when all Work related to the Project Assignment has been completed by the CM and accepted by the City.

K. Guaranteed Maximum Price (GMP): The sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the Work for the Construction Phase of the Project Assignment, including but not limited to the completion of the Work in accordance with the Construction Documents.

L. GMP Amendment: An amendment to a Project Assignment executed by the Parties establishing the GMP and any additional requirements pertaining to the Project construction.

M. Milestone: A principal event or Work item specified in the Construction Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

N. Notice to Proceed: A written notice given by the City to the CM fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Project Assignment. The notice to Proceed will dix the dates of milestones, where applicable, Substantial Completion, and Final Completion of the Agreement, based on the stipulated Project Schedule.

O. Owner's Contingency: A sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent or Project Manager.

P. Preconstruction Phase Fee Schedule: The sum to be paid for providing all the Preconstruction Phase services, as set forth in this Agreement and in the Project Assignment.

Q. Project Manager: City's staff representative for a Project Assignment, and whose responsibilities are set forth in Section XIV of the Agreement.

R. Project: For purposes of each Project Assignment and this Agreement, the Project shall mean the project identified in a specific Project Assignment.

S. Project Schedule: The timeline prepared by the CM and approved by the Project Manager for accomplishing the Project, as delineated in the Project Assignment.

T. Project Team: The term Project Team shall include the City, the Design Consultant, and the CM for a Project Assignment.

U. Drawings: All drawings, diagrams, illustrations, schedule and other data or information which are specifically prepared or assembled by or for the CM and submitted by the CM to illustrate some portion of the Work.

V. Site: The location identified in the Construction Documents for a Project Assignment where the Work is to be performed along with such additional lands as may be identified by the City

for purposes such as staging areas or material storage.

W. Specifications: Written documentation describing the Scope of Work, any materials that are to be used, the methods of installation, and the quality of workmanship under contract.

X. Substantial Completion: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all corticates of occupancy obtained.

Y. Trade Contractors: Shall mean those contractors having a direct contract with the CM for the performance of the Work.

Z. Work: Any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CM (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement and the Project Assignment.

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AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WESTRA CONSTRUCTION CORP.:

By: Michael Beokema

Print Name: MICHAEL BEOKEMA
(Title of Authorized Representative)

Date: 3/9/2026

Title: PRESIDENT

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Project Descriptions

Projects may include, but not be limited to, the following:

A. Transportation- roadway construction, intersection improvements, sidewalks, storm drainage, signalization, and storm water construction.

B. Utilities- water main installations, wastewater force main installations, gravity sewer installations, reclaimed water installations, lift station rehabilitations, electrical upgrades at treatment plants and lift stations, water and wastewater treatment plant rehabilitation projects.

II. General Requirements

A. Consultant shall provide Construction Manager at Risk (CMAR) services on an as needed basis for public works projects, which shall include the following:

1. Pre-construction management services during the design phase of a particular project;
2. Solicit bids from subcontractors to perform the Work of a particular project and establish a Guaranteed Maximum Price (GMP);
3. Serve as the general contractor during the construction phase of the project and be responsible for construction means and methods.

B. The City will compensate the selected CM for these services by a negotiated fee based on a percentage of the Cost of Work.

C. A portion of this fixed fee will be incrementally paid to the selected CM for services performed during the Pre-construction phase of a particular project.

III. Phases of Projects

A. The first phase of each project will be pre-construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

B. If the GMP proposal is accepted, the City will amend the project assignment for pre-construction services to include construction phase services. At the time the pre-construction services are negotiated, the City may elect to negotiate the CMAR Fee, as well as other aspects of the Work to be performed by the CM during the construction phase.

IV. Preconstruction Phase Services

A. Pre-Construction Phase Services may include the oversight of any early preconstruction work deemed beneficial to the project by Public Works. The Work to be performed by the CM during the Design and Preconstruction Phase includes but is not limited to:

1. Preliminary Site investigations
2. Quality assurance during the design phase
3. Value Engineering
4. Recommendations for material and systems alternatives
5. Constructability and sustainability reviews

EXHIBIT A
SCOPE OF SERVICES

6. Code compliance review to ensure permits are attainable
7. Cost estimating during design to keep project in budget
8. Ongoing monitoring and controlling of the schedule
9. Recommendation for material and systems alternatives
10. Geotechnical subsurface exploration
11. Testing
12. Bidding
13. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to the City based on 100% plans and Specifications.

B. Preconstruction Phase Services may also include the oversight of any early preconstruction work deemed beneficial to the project by the City.

V. Construction Phase Services

A. The construction phase shall commence upon the City's execution of the GMP. The CM shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds, each in a value equal to 100% of the GMP.

B. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the City as a completed project including all required final close out documents. The CM shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

C. Services required for the Construction Phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
2. Preparation and distribution of all meeting minutes for all construction meetings.
3. Project management to ensure performance of the Work in accordance with the Project Assignment.
4. Construction supervision to ensure compliance with design documents, Specifications, and permitting conditions.
5. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
6. Coordination and cooperation with any third-party contracts or contractors that the City may provide for projects.
7. Development and administration of quality control systems to ensure the Work is performed in strict accordance with design requirements, applicable building codes, permit requirements and the City's objectives.

EXHIBIT A
SCOPE OF SERVICES

8. Process payment requests for approval by the design team and appropriate City representatives.
9. Preparation of Owner Direct Purchase documents
10. Provide construction phase accounting and reporting to the City.
11. Administration of jobsite safety program.
12. Providing temporary facilities for use by others.
13. Maintenance of on-site and off-site traffic
14. Maintenance of all project records.
15. Scheduling of inspections by authorities having jurisdiction over the project.
16. Supervision of third-party testing to assure independence and proper conduct.
17. Oversight of field surveying services and other necessary surveying, testing or sampling as required per the Project.
18. Administer post construction closeout, final completion, and start-up and warranty periods.

VI. Assignment of Work

A. During the term of the agreement, work will be performed under a series of individual Project Assignments on a rotational basis. Project sizes may vary.

B. CM shall perform all the Work specified in the Project Assignment(s) issued hereunder in accordance with generally accepted professional standards.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested utility work.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL	TITLE
Michael Beukema	President
Brian Beukema	Vice President
Matthew Hester	Sr. Project Manager
Michael Gibson	Sr. Project Manager

EXHIBIT C
PRECONSTRUCTION FEE SCHEDULE

TITLE	HOURLY RATE
President	$290.00
Vice President	$265.00
Sr. Project Manager	$245.00
Project Manager	$200.00
Project Engineer	$140.00
Sr. Superintendent	$189.00
Foreman	$170.00

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Woodruff & Sons, Inc.,** an Indiana corporation, authorized to do work in the State of Florida (the "CM").

WITNESSETH

WHEREAS, the City has determined that it is necessary and in the best interest of the City to retain one or more construction managers at risk to perform continuing services relating to public works projects; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-012EJ on November 25, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the CM has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONSTRUCTION MANAGER'S SERVICES

The CM agrees to diligently perform various construction manager at risk services pertaining to public works projects, as described in the Solicitation ("Service Category"), in accordance with Preconstruction Phase Services and Construction Phase Services, as applicable and as defined in the Agreement Documents. The provisions contained in Construction Phase Services shall be made effective by the execution of a Guaranteed Maximum Price ("GMP") Amendment to a Project Assignment and Notice to Proceed with construction phase services, and no Construction Phase Services shall be authorized prior to execution of a GMP Amendment to a Project Assignment.

II. TERM

This Agreement shall commence immediately upon execution by both the City and the CM and shall continue for a period of three (3) years, provided the CM maintains qualifications which meet the current minimum standards established for this Service Category. If minimum qualifications are not maintained, the City reserves the right to terminate this Agreement. This Agreement may be renewed for up to two (2) additional one year period by written agreement of both parties.

III. PROJECT ASSIGNMENTS

A.C M shall be engaged to perform specific work through the issuance of a negotiated Project Assignment ("Project Assignment").

B.C M acknowledges that the City has entered into multiple agreements with various firms for

this Service Category and Project Assignments shall be issued on a rotational basis.

1. Project Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For the Service Category, Purchasing will place the firms in the City's professional services library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
3. As each Project Assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that Project Assignment with the City's Administrative Agent.
4. Should a Firm decline a Project Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next firm on the list until the Project Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Project Assignment within the Service Category within a twelve-month period without penalty. A second Project Assignment rejection within the Service Category during any twelve-month period will cause the firm to be skipped in the rotation for the subsequent Project Assignment within the Service Category. A firm who rejects three (3) Project Assignments (or is unable to satisfactorily negotiate three (3) Project Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Project Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. Preconstruction Phase Services
    i. After notification by the City, the CM and City shall negotiate a scope of work, time schedule, and budget for performance of the Work. When the scope of work, time schedule and budget are mutually agreeable, the Project Assignment shall be executed by the parties, and a purchase order shall be issued by the city to the CM authorizing preconstruction services for the Project Assignment and the negotiation of a GMP.
    ii. When a GMP and other necessary Project elements are negotiated and finalized pursuant to this Agreement, the GMP Amendment to the Project Assignment shall be executed by the Parties establishing the GMP and any additional requirements pertaining to the Project Construction Phase.

C. CM will identify and provide qualifications of sub-consultants during the Project Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Project Assignment prior to execution of the Project Assignment.

D. Amendments to Project Assignments shall reference original Project Assignment scope and all items as detailed in Section III of this Agreement to which they relate. No amendment to a Project Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in the Service Category and select ("direct select") a specific firm to perform the required services.

F. Any Project Assignment commenced prior to the expiration of the term or any renewal of this Agreement may be completed after the expiration date, provided that the Project Assignment any extension thereof is authorized in accordance with the policy manual. In such event, the Agreement term shall be deemed to have the same completion date as the Project Assignment.

IV. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project Assignment will be completed in accordance with the established schedule included in each Project Assignment and shall make recommendations to the Project Manager and Design Consultant regarding the Drawings and Specifications to facilitate construction of the Work.

B. The CM shall thoroughly familiarize itself with each Project Assignment. Where appropriate and as requested, CM shall make written recommendations with respect to a Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Project Manager in evaluating alternatives and their long-term cost effects, as the Project Manager deems appropriate. The CM shall call to the attention of the Project Manager and the Design Consultant any known or perceived defect in the design, Drawings and Specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design errors or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Project Manager, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing each Project Assignment. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

V. BASIS OF GUARANTEED MAXIMUM PRICE

A. For each Project Assignment, the CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services described in the Project Assignment, this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CM had knowledge of or which are reasonably inferable from the Construction Documents, and as necessary to complete

the Work as defined in Section XX of this Agreement in accordance with the Construction Documents, the CM shall note be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the Drawings and Specifications Such list shall not include restatements or any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP.
5. The date of Substantial Completion, upon which the proposed GMP is based; and
6. A schedule of the Construction document's issuance dates, upon which the proposed GMP is based.

B. The CM acknowledges that the GMP include an amount designated as the Owner's Contingency. The Owner's Contingency shall be available to the CM only if the City approves.

C. The GMP shall be inclusive of the arrangement and supply of all job-site facilities and equipment that are reasonably necessary to enable the members of the Project Team to perform the respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office site for use by the Project Team, unless otherwise provided by the Project Assignment.

D. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

E. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare the GMP amendments to the Project Assignment, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Project Manager shall inform the GM in writing. Thereupon, the Project Assignment shall terminate and neither party shall have any obligations to the other regarding the Construction Phase of the Project.

VI. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

A. Each Project Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the Work as outlined in this Agreement.

B. The maximum compensation for each Project Assignment shall be determined individually by the City as the need for a Project Assignment arises.

C. CM acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Project Assignments. If a Project Assignment is

issued, the City reserves the right to amend, reduce or terminate the Project Assignment in its sole discretion.

D. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

VII. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder or to a Project Assignment shall be made unless the same are in writing and signed by both the CM and the City.

B. If the Project manager requires the CM to perform additional services related to a Project Assignment, then the CM shall be entitled to additional compensation to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into the Project Assignment by written amendment. The City shall not pay for any additional service or work performed before a written amendment to the Project Assignment.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VIII. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. For those specific services that are partially complete, progress payments shall be paid monthly in proportion to the percentage of complete work on those specific service activities as approved in writing by the City.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

IX. LIABILITY OF CM

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way

connected with the CM or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

X. CM'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

XI. RESPONSIBILITIES OF THE CM

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interest. CM covenants to furnish its best skill and judgement and to cooperate with the City and the design professional for the duration of the Project in accordance with each Project Assignment in an expedient and efficient manner.

B. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

D. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

E. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Work.

F. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

G. The CM is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The CM is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CM sole direction, supervision and control. The CM shall exercise control over the means and manner in which it and its employees perform the Work, and in all aspects the CM's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. CM shall be solely responsible for providing benefits and insurance to its employees.

H. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

XII. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, Specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD Drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XIII. FORCE MAJEURE; PERFORMANCE OF CM'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The CM shall assign a project manager, together with such other personnel as are necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Project Assignments issued hereunder. The key personnel assigned by the CM to perform the Work of this Agreement and each Project Assignment shall be the same

as those identified Exhibit B – Key Personnel. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CM's Key Personnel must receive the City's written approval before said changes or substitution can become effective.

C. The Work to be performed by the CM shall commence upon the CM's receipt of both a Purchase Order and written Notice to Proceed from the Administrative Agent or Project Manager. The time limits set forth in each Project Assignment shall commence to run on the date of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with the Preconstruction Schedule included with the Project Assignment. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by the Project Assignment.

D. The CM specifically agrees that all work performed under the terms and condition of this Agreement shall be completed within the time limits as set forth in Project Assignments, subject only to delays caused by force majeure, or otherwise defined herein. "Force majeure" shall be deemed to be any cause affective the performance of this Agreement arising from or attributable to acts, events, omission or accidents beyond the reasonable control of the parties.

E. The CM agrees to provide monthly written progress reports concerning the status of each Project Assignment to the City. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

F. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plants, permits, reports or other documents submitted by the CM which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

1. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Project Assignment, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Project Manager, or until 12 additional months have elapsed, whichever is less.

2. Should the Project be suspended or delayed by the City for a period exceeding six months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder and amend the Project Assignment accordingly.

XIV. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent or Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Examination of all reports, sketches, Drawings, estimates, proposals, and other documents presented by the CM and rendering in writing, decision pertaining thereto within a reasonable time.

2. Transmission of instructions receipt of information, interpretation and definition of City

policies and decisions with respect to design, materials and other matter pertinent to the Work covered by this Agreement.

3. Review the content of all the CM's documents and payment request for approval or rejection.

4. Determining when and if it may be in the nest interest of the City to shift amounts among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Project Assignment is not exceeded. Any such determination shall be memorialized in writing.

B. The City shall, upon request, furnish the CM with all existing data, plans, studies, and other information int eh City's possession which may be useful in connection with performance of the Project Assignment, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the Work to be performed by the CM.

C. The City shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assign the CM. The availability and necessity of said personnel to assist the CM shall be determined solely within the discretion of the City. The City's technical obligations for a Project, if any, are stated in a Project Assignment.

D. The City shall not provide any services to the CM in connection with any claim or litigation brought on behalf or against the CM.

XV. TERMINATION

A. Termination for Convenience. The City shall have the right at any time and for any reason upon thirty (30) calendar days' written notice to the CM to terminate this Agreement, in that event, the CM shall cease work and shall deliver to the City all documents, (including reports, designs, Specifications, and other data) prepared or obtained by the CM in connection with its services under this Agreement. The City shall, upon receipt of the aforesaid documents, pay the CM and the CM shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Project Assignments, plus (2) the fee for the percentage of the Work completed in any authorized but uncompleted task, less (3) all previous payments made for the same tasks. The CM shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the CM, or for other economic losses arising out of or resulting from such termination.

B. Termination for Cause.

1. The City may terminate this Agreement upon not less than seven (7) days' written notice should the CM fail substantially to perform in accordance with the terms of this Agreement through no fault of the City. The City shall pay all fees earned prior to termination less such damages as may be incurred by the City by reason of CM's failure to perform.

2. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.A. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices.

Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

C. Termination by CM. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of written approval of the invoice by the City's Administrative Agent.

D. The City reserves the right to terminate this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

E. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

F. Termination of Project Assignment

1. The City reserves the right to terminate any Project Assignment without terminating the Agreement or any other uncompleted Project Assignment.
2. In the event the City terminates a Project Assignment for convenience, such termination shall be subject to the requirements of Section XV(A) of this Agreement.
3. In the event the City terminates a Project Assignment for cause prior to the GMP Amendment, such termination shall be subject to the requirements of Section XV(B) and Section XV(F)(4) of this Agreement.
4. Termination of a Project Assignment for cause
    i. The City may terminate a Project Assignment for cause if the CM:
        a. Fails to submit the CM's proposal by the date required by the Project Assignment, or if no date is indicated, within a reasonable time consistent with the estimated project duration;
        b. Repeatedly refuses or fails to supply or provide enough properly skilled Consultants, Contractors or workers or proper materials;
        c. Fails to make payment to Trade Contractors or suppliers for services, materials, or labor in accordance with their respective agreement with the CM;
        d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of a public authority; or
        e. Is otherwise guilty of substantial breach of a provision of the Agreement Documents.

ii. When any of the above reasons in Section XV(F)(4)(i) exist, the City may without prejudice to any other right or remedies of the City and after giving the CM and the CM's surety, if any, seven (7) days' written notice, terminate employment of the CM and may, subject to right of the surety:

a. Exclude the CM from the Site and take possession of all materials, equipment, tools and construction equipment and machinery owned by the CM; and

b. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the CM, the City shall furnish to the CM a detailed accounting of the costs incurred by the City in finishing the Work.

iii. When the City terminates the Project Assignment for one of the reasons stated in this Section XV(F)(4), the CM shall not be entitled to receive further payment until the Work is finished.

iv. If the balance of the GMP less unallocated Owner's Contingency for a Project Assignment is less than the costs of finishing the Work and other damages incurred by the City and not expressly waived, the CM or CM's Surety shall pay the difference to the City. The obligation for such payments shall survive termination of the Project Assignment. Notwithstanding any other provisions of the Construction Documents to the contrary, the City shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

XVI. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The CM shall not resume Work unless specifically so directed in writing by the City. Before the stop work order expires (unless it is extended), the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the Work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XV of this Agreement.

B. In the event the City elects not to direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A) of this Agreement. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM to resume Work within ninety (90) days, the CM may terminate this Agreement.

XVII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements

of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below; provided, however, that mediation shall not be deemed a condition precedent to the filing of any legal action in connection with the Agreement Documents or performance or non-performance of the parties' obligations thereunder.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue the Work and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVIII. PUBLIC RECORDS

IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XIX. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices required under this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

CM's Representative:		City's Administrative Agent:	
Name:	Chad A. Wakeman	Name:	Don Demonia
Title:	Vice President	Title:	Construction Manager
Address:	P.O. Box 10127	Address:	888 13th Ave. E.

	Bradenton, Fl 34282		Bradenton, FL 34208
Telephone:	941-756-1871	Telephone:	941-465-4987
E-Mail:	chadw@woodruffandsons.com	E-Mail:	Donald.Demonia@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

XX. DEFINITIONS

A. Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIV.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Scope of Services, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, the Construction Documents, the Purchase Order(s), and the Project Assignment(s), all of which are incorporated into this Agreement by reference.

C. Allowance: A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a Change Order.

D. Change Order: A written order signed by the City, Design Consultant, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjust to the Cost of Work.

E. CM's Contingency: A sum of money included in the GMP to cover costs and expenses of the CM incurred as a result of unforeseen or unanticipated events or circumstances that would not normally be expected to be encountered in the construction of the Project Assignment.

F. Construction Documents: Final working Drawings and Specifications required to construct the Project.

G. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

H. Design Consultant: The Design Consultant for the Project Assignment shall be identified in each Project Assignment.

I. Direct Cost: The expenses the CM incurs directly for the Project Assignment.

J. Final Completion: The point in the progress of the Work when all Work related to the Project Assignment has been completed by the CM and accepted by the City.

K. Guaranteed Maximum Price (GMP): The sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the Work for the Construction Phase of the Project Assignment, including but not limited to the completion of the Work in accordance with the Construction Documents.

L. GMP Amendment: An amendment to a Project Assignment executed by the Parties establishing the GMP and any additional requirements pertaining to the Project construction.

M. Milestone: A principal event or Work item specified in the Construction Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

N. Notice to Proceed: A written notice given by the City to the CM fixing the date on which the Project Schedule will commence to run and on which date the Contractor shall start to perform the Work under the Project Assignment. The notice to Proceed will dix the dates of milestones, where applicable, Substantial Completion, and Final Completion of the Agreement, based on the stipulated Project Schedule.

O. Owner's Contingency: A sum of money included in the GMP which may be expended for the Project only with the prior written authorization of the Administrative Agent or Project Manager.

P. Preconstruction Phase Fee Schedule: The sum to be paid for providing all the Preconstruction Phase services, as set forth in this Agreement and in the Project Assignment.

Q. Project Manager: City's staff representative for a Project Assignment, and whose responsibilities are set forth in Section XIV of the Agreement.

R. Project: For purposes of each Project Assignment and this Agreement, the Project shall mean the project identified in a specific Project Assignment.

S. Project Schedule: The timeline prepared by the CM and approved by the Project Manager for accomplishing the Project, as delineated in the Project Assignment.

T. Project Team: The term Project Team shall include the City, the Design Consultant, and the CM for a Project Assignment.

U. Drawings: All drawings, diagrams, illustrations, schedule and other data or information which are specifically prepared or assembled by or for the CM and submitted by the CM to illustrate some portion of the Work.

V. Site: The location identified in the Construction Documents for a Project Assignment where the Work is to be performed along with such additional lands as may be identified by the City for purposes such as staging areas or material storage.

W. Specifications: Written documentation describing the Scope of Work, any materials that are to be used, the methods of installation, and the quality of workmanship under contract.

X. Substantial Completion: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so

that the City is able to fully occupy and fully utilize the Project for its intended use with all corticates of occupancy obtained.

Y. Trade Contractors: Shall mean those contractors having a direct contract with the CM for the performance of the Work.

Z. Work: Any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, Project development, and construction of the Project to be performed and provided by the CM (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement and the Project Assignment.

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CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
CONTINUING CONSTRUCTION MANAGER AT RISK SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WOODRUFF & SONS, INC.:

By: Donald P. Woodruff

Print Name: Donald P. Woodruff
(Title of Authorized Representative)

Date: 03-17-26

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Project Descriptions

Projects may include, but not be limited to, the following:

A. Transportation- roadway construction, intersection improvements, sidewalks, storm drainage, signalization, and storm water construction.

B. Utilities- water main installations, wastewater force main installations, gravity sewer installations, reclaimed water installations, lift station rehabilitations, electrical upgrades at treatment plants and lift stations, water and wastewater treatment plant rehabilitation projects.

II. General Requirements

A. Consultant shall provide Construction Manager at Risk (CMAR) services on an as needed basis for public works projects, which shall include the following:

1. Pre-construction management services during the design phase of a particular project;
2. Solicit bids from subcontractors to perform the Work of a particular project and establish a Guaranteed Maximum Price (GMP);
3. Serve as the general contractor during the construction phase of the project and be responsible for construction means and methods.

B. The City will compensate the selected CM for these services by a negotiated fee based on a percentage of the Cost of Work.

C. A portion of this fixed fee will be incrementally paid to the selected CM for services performed during the Pre-construction phase of a particular project.

III. Phases of Projects

A. The first phase of each project will be pre-construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

B. If the GMP proposal is accepted, the City will amend the project assignment for pre-construction services to include construction phase services. At the time the pre-construction services are negotiated, the City may elect to negotiate the CMAR Fee, as well as other aspects of the Work to be performed by the CM during the construction phase.

IV. Preconstruction Phase Services

A. Pre-Construction Phase Services may include the oversight of any early preconstruction work deemed beneficial to the project by Public Works. The Work to be performed by the CM during the Design and Preconstruction Phase includes but is not limited to:

1. Preliminary Site investigations
2. Quality assurance during the design phase
3. Value Engineering
4. Recommendations for material and systems alternatives
5. Constructability and sustainability reviews

EXHIBIT A
SCOPE OF SERVICES

6. Code compliance review to ensure permits are attainable
7. Cost estimating during design to keep project in budget
8. Ongoing monitoring and controlling of the schedule
9. Recommendation for material and systems alternatives
10. Geotechnical subsurface exploration
11. Testing
12. Bidding
13. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to the City based on 100% plans and Specifications.

B. Preconstruction Phase Services may also include the oversight of any early preconstruction work deemed beneficial to the project by the City.

V. Construction Phase Services

A. The construction phase shall commence upon the City's execution of the GMP. The CM shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds, each in a value equal to 100% of the GMP.

B. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the City as a completed project including all required final close out documents. The CM shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

C. Services required for the Construction Phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling.
2. Preparation and distribution of all meeting minutes for all construction meetings.
3. Project management to ensure performance of the Work in accordance with the Project Assignment.
4. Construction supervision to ensure compliance with design documents, Specifications, and permitting conditions.
5. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
6. Coordination and cooperation with any third-party contracts or contractors that the City may provide for projects.
7. Development and administration of quality control systems to ensure the Work is performed in strict accordance with design requirements, applicable building codes, permit requirements and the City's objectives.

EXHIBIT A
SCOPE OF SERVICES

8. Process payment requests for approval by the design team and appropriate City representatives.
9. Preparation of Owner Direct Purchase documents
10. Provide construction phase accounting and reporting to the City.
11. Administration of jobsite safety program.
12. Providing temporary facilities for use by others.
13. Maintenance of on-site and off-site traffic
14. Maintenance of all project records.
15. Scheduling of inspections by authorities having jurisdiction over the project.
16. Supervision of third-party testing to assure independence and proper conduct.
17. Oversight of field surveying services and other necessary surveying, testing or sampling as required per the Project.
18. Administer post construction closeout, final completion, and start-up and warranty periods.

VI. Assignment of Work

A. During the term of the agreement, work will be performed under a series of individual Project Assignments on a rotational basis. Project sizes may vary.

B. CM shall perform all the Work specified in the Project Assignment(s) issued hereunder in accordance with generally accepted professional standards.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested utility work.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL	TITLE
Donald Woodruff	President
Bruce Woodruff	Vice President
Chad Wakeman	Vice President
Richard Hoffman	Chief Estimator
Matt Anderson, PE	Director of Project Operations
Richard Losiniecki	Project Manager/Estimator
Eric Epler	Project Manager
Cole Pencosky	Project Manager
Keith Herterick	Project Manager
Cameron McLaughlin	Project Manager
Craig Linn	Project Manager
Danny Dan	Superintendent
Chris Zwart	Superintendent
Scott Withrow	Safety Manager
Robert Wolfe	Foreman
Steve Nelson	Foreman
David Santana	Foreman
Bruce Humphrey	Foreman
Rodney Lyman	Foreman

EXHIBIT C
PRECONSTRUCTION FEE SCHEDULE

TITLE	HOURLY RATE
Principal	$270.00
Project Manager	$190.00
Estimator	$175.00
Superintendent	$145.00
Foreman	$110.00
Operator	$50.00
Laborer	$45.00
Administrative	$50.00

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-026MK with Odyssey Manufacturing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Odyssey Manufacturing Co. agrees to enter into an agreement with the City of Bradenton, Florida for the purchase and delivery of caustic soda for the City's water and treatment plant.

FINANCIAL IMPACT:
Funded by account 40253320 552900.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreement PB-26-026MK with Odyssey Manufacturing.

ATTACHMENTS:
Agreement PB-26-026MK with Odyssey Manufacturing

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-026MK BETWEEN THE CITY OF BRADENTON AND ODYSSEY MANUFACTURING CO.

Odyssey Manufacturing Co. ("Vendor" or "Contractor") agrees to enter into an agreement with the City of Bradenton, Florida for the purchase and delivery of chemicals for the City's water and wastewater treatment plants. This Contract is in accordance with the specifications per Contract # 24052 between the City of St. Augustine, Florida and the Vendor, for the purchase and delivery of chemicals for the City's water and wastewater treatment plants, including all amendments thereto, the Purchase Order Terms and Conditions, and the Insurance Requirements (collectively, the "Agreement"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 30, 2027, with the following modifications:

1. All references to "City of St. Augustine" or "COSA" shall be replaced with "City of Bradenton."
2. All references to "City Commission" shall be replaced with "City Council."
3. The contact information in Paragraph 8 of the Agreement, Compliance with the Public Records Act, shall be deleted and replaced with the following:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

4. Section 8 of the Purchase Order Terms and Conditions shall be modified to reflect that payment of all invoices issued by Contractor pursuant to this Agreement shall be remitted in accordance with Florida's Prompt Payment Act.
5. Section 19 of the Purchase Order Terms and Conditions shall be modified to reflect that venue for any legal proceeding arising out of the interpretation or enforcement of this Agreement shall lie exclusively in a court of competent jurisdiction in Manatee County, Florida.

6. Section 24 of the Purchase Order Terms and Conditions shall be modified to include the following:

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

   a. The certificate holder shall be:
   The City of Bradenton, A political subdivision of the State of Florida
   101 Old Main Street
   Bradenton, FL 34205-7865
   Reference: PB-26-026MK

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

7. A new provision, Indemnification, shall be added to the Agreement as follows:

   Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

8. A new provision, Notice, shall be added to the Agreement as follows:

To City:	City of Bradenton Attn: Purchasing Department 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**

This Contract is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

PATRICK H. ALLMAN, GENERAL MANAGER — 3.12.2026
Odyssey Manufacturing Co. — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones — Digitally signed by Erin Jones Date: 2026.03.13 13:56:39 -04'00' — 3/13/2026
Erin Jones NIGP-CPP, CPPO, CPPB, FCCM — Date
Purchasing Manager
City of Bradenton

5509749v1

PRICE AGREEMENT
AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE (CITY) AND ODYSSEY MANUFACTURING CO. (VENDOR) FOR THE PURCHASE AND DELIVERY OF CHEMICALS FOR THE WATER AND WASTEWATER TREATMENT PLANTS

This AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210 St. Augustine, Florida 32085-0219 and ODYSSEY MANUFACTURING CO., whose mailing address is 1484 Massaro Boulevard, Tampa, Florida 33619.

Vendor responded to the City's RFB #24052 on August 13, 2024 and was awarded the contract for Sodium Hydroxide and Sodium Hypochlorite.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the City and Vendor agree to the following:

- The Agreement shall be effective upon execution by both parties, commencing on October 1, 2024 and shall expire on September 30, 2027. This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

- **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three (3) months before the contract anniversary date (September 30). The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.

- **FUNDING CONTINGENCY**. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Vendor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

- The City shall provide the specifications, receipt point location and details with each Purchase order. The City's Purchase order shall identify the amount of product needed along with identification of any special delivery, schedule or other requirements. The City makes no guarantee as to the actual amount that will be purchased.

- The City's Project Manager will determine the method best suited for issuing each order. Vendor guarantees the bid price as awarded in RFB #24052 through the term of the Agreement. The Vendor shall deliver to the City as specified within the City's Purchase Order unless otherwise agreed to by City staff.

CITY	VENDOR
Glabra Skipp, Project Manager City of St. Augustine P.O. Box 210 St. Augustine, Florida 32085-0210 904-209-4271 (office) 904-209-4286 (fax) E-mail: gskipp@citystaug.com	Patrick Allman, General Manager Odyssey Manufacturing Co. 1484 Massaro Boulevard Tampa, Florida 33619 813-635-0339 (office) 813-630-2589 (fax) E-mail: pallman@odysseymanufacturing.com

- Vendor must notify the City within ten (10) days of any action of lapse that results in Vendor no longer meeting the minimum qualification criteria in the solicitation.

- The City may terminate the Agreement without cause upon thirty (30) days written notice. In such event, Vendor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the city may terminate the Agreement for cause on ten (10) days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the City may take possession of and finish the Work by whatever method(s) the city deems expedient.

- **COMPLIANCE WITH PUBLIC RECORDS ACT**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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 records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

- **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

- **USE OF CITY SEAL.** Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

- **RESPONSIBLE VENDOR DETERMINATION.** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

- **EFFECT OF BANKRUPTCY.** The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

- **HEAT PROTECTION AND REGULATIONS.** Contractor must comply with all state and federal heat exposure laws.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
David Birchim, City Manager

Date: 9/3/24

ATTEST:

Stephen Sidelko
Stephen Sidelko (Aug 29, 2024 18:19 EDT)

Corporate Secretary
(SEAL)

ODYSSEY MANUFACTURING CO.

By: _____
Patrick Allman (Aug 29, 2024 14:37 EDT)

Printed Name: Patrick Allman

Title: General Manager

Date: 08/29/2024

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work / Specifications
Exhibit B: General Terms and Conditions for City Purchase Orders
Exhibit C: Insurance Requirements

SCOPE OF WORK / SPECIFICATIONS

Sodium Hydroxide
Quantity: Approximately 12,000 gallons annually

- Acceptable Standard: 50% grade Sodium Hydroxide (caustic), either rayon or membrane grade and must meet NSF Standard 60 specifications at the time of bid submittal.
- Caustic must be delivered as liquid.
- Delivery will be approximately three thousand (3,000) gallons per load.
- Total anticipated annual volume (not guaranteed) is twelve thousand (12,000) gallons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM Monday through Friday. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hydroxide in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sodium Hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hydroxide shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City

approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:
City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) three thousand eight hundred (3,800) gallon storage tank.

SCOPE OF WORK / SPECIFICATIONS

Type of Chemical: Sodium Hypochlorite
Quantity: Approximately 260,000 gallons annually

General Description of Services

- Acceptable Standard: 12.5% trade percent Sodium Hypochlorite (liquid bleach), must meet NSF Standard 60 specifications at the time of bid submittal.
- Typical delivery will be a minimum load of five thousand (5,000) gallons.
- Total anticipated annual volume (not guaranteed) is two hundred sixty thousand gallons (260,000 gallons).
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sodium Hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material

handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:
City of St Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida, 32084

The City owns two (2) six thousand (6,000) gallon tanks.

GENERAL TERMS AND CONDITIONS
FOR CITY OF ST. AUGUSTINE PURCHASE ORDERS

1. This purchase order (Order) constitutes a binding contract under the terms and conditions contained herein when accepted by Seller, either by written acknowledgement or by commencement of shipment. No changes may be made in this Order without the authorization of the City of St. Augustine (COSA).

2. All rights and obligations of the parties to this Order will be governed by the provisions of the Uniform Commercial Code – Article 2, Sales; Chapter 672, Florida Statutes.

3. Materials will be property packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by COSA. COSA reserves the right to cancel this Order, or any part thereof, without obligation, if delivery is not made on the time(s)/date(s) specified.

4. Goods purchased under these terms must be delivered and received by the COSA receiving section.

5. Seller shall coordinate with City's project manager. All deliveries shall be made during normal business hours. Seller will be responsible for off loading deliveries unless special arrangements are made with the City. Seller is responsible to properly and appropriately place materials, items or products on site in an area approved by the City and protected from weather, damages and theft after delivery to the City.

6. All delivery tickets must be signed by the City's authorized representative. Delivery tickets must clearly describe materials, items or products shipped and delivered to the site and indicate materials, items or products that are back ordered. Signed delivery tickets must be attached to the Seller's invoicing.

7. Any and all additional materials or extra charges not included in this Order must be approved by the City in writing prior to ordering, fabrication and shipment.

8. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. COSA may reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by COSA. Rejected goods will be returned to Seller at Seller's risk and expense. COSA has no further obligations with regard to rejected goods. In the absence of a separate agreement between the parties, full payment will be made within a reasonable time of delivery and inspection of goods. Invoices shall be provided to COSA within fifteen (15) days of delivery.

9. It is expressly agreed and understood that time is of the essence regarding this Order and the payment of the consideration herein expressed is executory and conditioned upon complete and timely performance by the Seller.

10. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will be accepted and will be returned to Seller at Seller's risk and expense.

11. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of COSA. Invoices shall be submitted in duplicate. Separate invoices are required for each Order.

12. In the event of a default or breach by the Seller, which results in a cost increase to COSA, COSA may procure articles or services from other sources and charge seller as liquidated damages any excess costs.

13. All materials, drawings or other items provided by COSA to Seller remain the property of COSA and will be returned to COSA upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of COSA.

14. The items covered by this Order will comply with all federal, state or local laws relative to same. Seller shall defend all actions or claims brought against COSA and hold and save COSA harmless from all losses, costs or damages related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.

15. COSA is exempt from any sales, excise or federal transportation taxes and from the provisions of the Robinson Patman Act.

16. In accordance with Chapter 442, Florida Statues, Seller will advise COSA if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.

17. Neither Seller nor COSA may assign any portion of this Order without the prior consent of the other.

18. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

19. This Order shall be governed under the laws of the State of Florida. Venue for any legal proceeding arising out of the interpretation or enforcement of this Order shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida.

20. The parties acknowledge that the terms and conditions of this Order and the contract documents incorporated in same as identified in this Order constitute the entire agreement of the parties and that those terms and conditions supersede all prior and contemporaneous representations, agreements, quotes whether written or oral.

21. Compliance with Public Record Act is required for all services, pursuant to Chapter 119 F.S.

22. Liability and Workers' Compensation insurance is required for all services. See attached City of St. Augustine Insurance Requirements. City does not waive sovereign immunity per F.S. 768.28.

23. Contractor certifies compliance with F.S. 448.095 Employment Eligibility.

24. Minimum Insurance Requirements for Services can be found on the City's Website under Purchasing. https://citystaug.com/487/Purchasing.

25. Responsible vendor determination. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

26. Use of city seal. Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

27. Effect of Bankruptcy. The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $1,000,000/$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of $100,000/$300,000/$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

(**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.

(**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.

(**) **Watercraft Liability**. $300,000 for bodily injury and property damage.

(**) **Pollution/Environmental Impairment Liability Coverage**. Not less than $500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(**) **Professional Liability**. (Per claim) $500,000 single limits.

CITY OF ST AUGUSTINE EST. 1565

NOTICE OF AWARD

TO: Patrick Allman
pallman@odysseymanufacturing.com
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, Florida 33619

PROJECT NAME: PURCHASE AND DELIVERY OF CHEMICALS FOR THE WATER TREATMENT AND WASTEWATER TREATMENT PLANTS – SODIUM HYDROXIDE AND SODIUM HYPOCHLORITE

The City of St. Augustine, Florida (City) has considered the Bid #24052 submitted by you for the above-described work.

You are hereby notified that your Bid has been accepted for the following items: Sodium Hydroxide in the amount of Two Dollars and Thirty Cents ($2.30) per gallon; Sodium Hypochlorite in the amount of One Dollar and Sixty Cents ($1.60) per gallon. You are required by the Information for Bidders to execute the Price Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 21 day of August, 2024.

CITY OF ST. AUGUSTINE, FLORIDA

By: David Birchim (Aug 21, 2024 15:40 EDT)

David Birchim
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By: Patrick Allman (Aug 22, 2024 12:50 EDT) this 22 day of August, 2024.

Title: General Manager

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 8, 2023, the City and the Contractor entered into Contract No. 22-038TWS to provide Construction Management at Risk (CMAR) Continuing Services for the City of Bradenton. The Agreement provided for a three-year term through March 8, 2026, and provides the parties with the option to renew for two (2) additional one-year periods. The parties wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:
Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company.

ATTACHMENTS:

Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Halfacre Construction Company** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Joanne Stoner

Signed By: _____

Date: 3.3.26

HALFACRE CONSTRUCTION

COMPANY: Print Name: John J. Cox, III

Signed By: _____

Title: President

Date: 3.3.2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

On March 8, 2023, the City and the Contractor entered into Contract No. 22-038TWS to provide Construction Management at Risk (CMAR) Continuing Services for the City of Bradenton. The Agreement with the City provided for a three-year term, through March 8, 2026, and provides the parties with the option to renew for two (2) additional one-year periods. The parties wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:

Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company.

ATTACHMENTS:

Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **H.J. High Construction Company** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Shawn Straight

Signed By: _____

Date: March 4, 2026

H.J. HIGH CONSTRUCTION COMPANY:

Print Name: Robert High

Signed By: _____

Title: President

Date: March 4, 2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

On March 8, 2023, the City and the Contractor entered into Contract No. 22-038TWS to provide Construction Management at Risk (CMAR) Continuing Services for the City of Bradenton. The Agreement with the City provided for a three-year term, through March 8, 2026, and the Agreement provides the parties with the option to renew for two (2) additional one-year periods. The parties now wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:

Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction.

ATTACHMENTS:

Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **NDC Construction** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Sally K Lindsey

Signed By: Sally K. Lindsey

Date: 03/03/2026

NDC CONSTRUCTION COMPANY:

Print Name:

Signed By: Lester Snyder III

Title: President & CEO of NDC Construction Company

Date: 03/03/2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

On March 8, 2023, The City and the Contractor entered into Contract No. 22-038TWS to provide Construction Management at Risk (CMAR) Continuing Services for the City of Bradenton. The Agreement with the City provided for a three-year term, through March 8, 2026, and the Agreement provides the parties with the option to renew for two (2) additional one-year periods. The parties now wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:

Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction.

ATTACHMENTS:

Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Tandem Construction** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Laural Posenau

Signed By: Laural Posenau

Date: 3/4/26

TANDEM CONSTRUCTION:

Print Name: BRIAN M. LEAVER

Signed By: [signature]

Title: PRESIDENT

Date: 3/4/26

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

On March 8, 2023, City of Bradenton and the Contractor entered into Contract No. 22-038TWS to provide the City with Construction Management at Risk (CMAR) Continuing Services. The Agreement with the City provided for a three-year term, through March 8, 2026, and provides the parties with the option to renew for two (2) additional one-year periods. The parties now wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:

Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.

ATTACHMENTS:

Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Wharton-Smith, Inc.** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Francine Guillemette

Signed By: _____

Date: 3/5/2026

WHARTON-SMITH, INC.:

Print Name: Darin A. Crafton

Signed By: _____

Title: Chief Operating Officer- Commercial

Date: 3/5/2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Willis A. Smith Construction, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City and the Contractor entered into Contract No. 22-038TWS to provide the City with Construction Management at Risk (CMAR) Continuing Services for the City of Bradenton, on March 8, 2023, and the Agreement with the City provided for a three-year term, through March 8, 2026. The Agreement provides the parties with the option to renew for two (2) additional one-year periods. The parties now wish to renew the Agreement for an additional one-year period through March 8, 2027.

FINANCIAL IMPACT:

Funding encumbered at time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Willis A. Smith Construction, Inc.

ATTACHMENTS:
Amendment No 1 to Contract No. 22-038TWS

AMENDMENT NO. 1
TO CONTRACT NO. 22-038TWS

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Willis A. Smith Construction, Inc.** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 22-038TWS ("Agreement") to provide the City with Construction Management at Risk Continuing Services for the City of Bradenton, on March 8, 2023; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 8, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective March 8, 2026 through March 8, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Dawn Laidlaw

Signed By: Dawn M. Laidlaw

Date: 3/3/2026

WILLIS A. SMITH CONSTRUCTION, INC.:

Print Name: DAVID OTTERNESS

Signed By: _____

Title: VP

Date: 3/3/26

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

Approved as to form:

By: _____

SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Contract for Kingston Estates Water Main Improvements with Cacique Utilities, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 15, 2026, City of Bradenton advertised Invitation to Bid (IFB) 26-018MK to select a contractor for Kingston Estates Water Main Improvements. 17 contractors submitted a bid. Since the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price was selected. Purchasing is bringing forward the resulting contract for execution.

FINANCIAL IMPACT:

Funded through GL # 40859000-563000-26502.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Construction Contract for Kingston Estates Water Main Improvements with Cacique Utilities, LLC.

ATTACHMENTS:
Construction Contract for Kingston Estates Water Main Improvements with

CONSTRUCTION CONTRACT

Contract for **Kingston Estates Water Main Improvements, IFBC #26-018MK**

This Contract is made and entered into as of the date of execution by both parties, by and between **City of Bradenton**, a political subdivision of the State of Florida (hereinafter "City") and **Cacique Utilities, LLC**, a Florida Limited Liability Company (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City required the services of a contractor to provide water main improvements; and

WHEREAS, the City issued Invitation For Bids Construction (IFBC) Solicitation #26-018MK on January 15th, 2026 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on February 23rd, 2026; and

WHEREAS, the parties desire to enter into a contract setting forth the terms of their agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. **Construction Materials, Services, and Labor:** Contractor shall furnish all the labor, services and materials for the construction of **Kingston Lakes Water Main Improvements, IFBC # 26-018MK** (the "Work"). All work and labor shall be done in accordance with the Contract Documents, as listed in Article III.

II. **Contract Price:** In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the City agrees to pay to the Contractor, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total contract price of One Million Three Hundred Eighty Five Thousand Two Hundred Fifty Seven Dollars and Twenty Cents (**$1,385,257.20**). The total contract price includes a 10% contingency amount for unanticipated work within the scope of the project and may only be authorized at the discretion of the City's Administrative Agent.

III. **Contract Documents:** The contract documents, which comprise the entire contract between City and Contractor, and which are made a part hereof by this reference, consist of the following:

1. Contract and any addenda;
2. City of Bradenton General Terms and Conditions of Solicitations ("Terms and Conditions");
3. Supplemental Conditions;
4. General Conditions of the Construction Contract;
5. Solicitation, and any addenda;
6. Bid Form; and

7. FY 2026 Water Main Improvements Kingston Estates Plans and Specifications, dated as December 2025

(collectively, the "Contract Documents"). If a conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

IV. **Performance and Payment Bond:** The Contractor shall furnish to the City, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The City will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of $500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than $500,000. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contractor until the Contractor has provided the City a certified copy of the recorded bond.

V. **Insurance:** Contractor shall procure and maintain insurance as specified in the Terms and Conditions.

VI. **Contractor's Affidavit:** When all work contemplated by the Contract has been completed, inspected, and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

VII. **Payment:** Upon certification and approval by the City or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract, excluding five percent (5%) retainage. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application. Retainage may be reduced by the City upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the City has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the City or its duly authorized agent of all Work, materials or services required under this Contract.

1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
2. Monthly pay requests for less than $200 are not acceptable and will not be processed, except for a final pay request.

VIII. **Non-Appropriations:** The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Council. The City

shall promptly notify the Contractor if the necessary appropriation is not made.

IX. **Time of the Essence**: The City and Contractor recognize and agree that time is of the essence, and that the City will suffer financial or other losses if the Work is not completed within the agreed timeframes set forth in this Contract, plus any extensions permitted hereunder.

X. **Time for Performance:** The Contractor specifically agrees that the Contract Times will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date. The Work shall be completed to **Substantial Completion** in not more than **one hundred fifty (150) calendar days** after the date the Contract Times commence to run and completed and ready for final payment within **one hundred eighty (180) calendar days** after the date when the Contract Times commence to run, subject only to delays caused through no fault of the Contractor or event of force majeure.

XI. **Liability of the Contractor:** The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

Pursuant to §725.06(2), F.S. the Contractor shall indemnify and hold harmless the City of Bradenton, including its officers, employees, directors, and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This Section XI will survive the completion or termination of the Contract.

XII. **Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.

XIII. **Liquidated Damages:** The parties to this Contract agree that a precise determination of actual damages which would be incurred by the City if the Work is not completed in accordance with the Contract Times set forth in Section X herein , aside from the additional cost of inspection and supervision thereof, would be difficult to ascertain. Accordingly, the parties to the Contract agree that as liquidated damages (but not as a penalty), Contractor shall pay City **five hundred dollars and zero cents ($500.00)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the date of Substantial Completion specified in Section X of this Contract until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by City, Contractor shall pay City **(25% OF LIQUIDATED DAMAGES)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the time specified in Section X for Completion and readiness for final payment until the Work is completed and ready for final payment. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and

supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the Work within the Contract Times described in Section X of this Contract. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay may be deducted and retained out of the monies payable to the Contractor at the sole option of the City. If not so deducted, or if not deducted in their entirety, the Contractor and sureties for the Contractor shall be liable for such liquidated damages not deducted from the monies payable to Contractor.

XIV. **Contractor's Representations:** Contractor makes the following representations:

1. Contractor has familiarized itself with the nature and extent of the contract documents, Work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
3. Contractor has given City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.
4. Contractor declares that submission of a bid for the Work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
5. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. **Responsibilities of the Contractor**

1. The personnel assigned by the Contractor to perform the Work, or any portion thereof, shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.
2. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.
3. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
4. Contractor agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

5. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances, applicable to the Work or payment for such Work, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the Work under this Contract.

6. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the city, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the Work.

7. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

8. The Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVI. **Force Majeure:** The Contractor specifically agrees that all Work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by a Force Majeure Event, or as otherwise defined herein. A "Force Majeure Event" shall mean an act of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, pandemics, epidemics, public health emergencies, or extraordinary elements of nature or acts of God, provided that such Force Majeure Event is beyond the Contractor's reasonable control, occurs without the Contractor's fault or negligence, is not caused directly or indirectly by the Contractor, and could not have been prevented or avoided by the Contractor's reasonable diligence. Notwithstanding the foregoing, unless agreed to in writing by the City, any delay that the City, in its sole discretion, deems excessive will be grounds for termination by the City if such delay is not cured within ten (10) calendar days of Contractor's receipt of written notice of the City's intent to terminate.

XVII. **Entire Contract:** These contract documents constitute the entire understanding and contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing and signed by an

authorized City representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

XVIII. Notice Provision: Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed Change Orders and/or (e) material changes to the contract, shall be sufficiently given if delivered personally or sent via U.S. mail, postage prepaid, addressed as follows.

Contractor's Representative:		City's Administrative Agent:	
Name:	David Cacique	Name:	Kristofer Eccles
Title:	Project Executive	Title:	Senior Engineering Manager
Address:	4804 Waverly Woods Ter	Address:	888 13th Ave East
	Lake Worth, FL 33463		Bradenton, FL 34208
Telephone:	954-774-3066	Telephone:	941-462-1996
E-Mail:	David@caciqueutilities.comdav	E-Mail:	Kristofer.Eccles@bradentonFL.gov

With a copy to:

Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

XIX. TERMINATION

1. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate this Contract for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the Work completed in any commenced but incomplete Services.
2. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
   A. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
   B. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

3. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

4. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the Work completed in any commenced but incomplete Services.

5. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for Work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

6. The Contractor shall have the right to terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

7. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

8. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   A. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

   B. The quantity of the Contractor's Work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;

   C. Claims made, or likely to be made, against the City or its property;

   D. Damages to the City or a third party caused by the Contractor;

   E. The Contractor's failure or refusal to perform any obligation under this Contract.

XX. **Waivers:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XXI. **Modifications:** This Contract may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

XXII. **Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXIII. **No Third-Party Rights:** The parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXIV. **Remedies:** The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other

remedy otherwise available under law.

XXV. Access to Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records related to this Contract during normal business hours to the City, its employees, and agents.

XXVI. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict but shall not invalidate any other provision of this Contract.

XXVII. Jurisdiction and Venue: The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the City and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

XXVIII. STOP WORK ORDER

1. The City's Administrative Agent may at any time, by written order to the contractor, require the Contractor to stop all or any part of the Work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:
   A. Cancel the stop work order; or
   B. Terminate the Work covered by the order; or
   C. Terminate this Contract in accordance with provisions contained in Section XI.
2. In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.
3. In the event the City does not direct the Contractor to resume work within ninety (90) days,

the Contractor may terminate this Contract by written notice to the City.

XXIX. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

CACIQUE UTILITIES, LLC

By: David Cacique

Its: David Cacique - Project Executive
(Title of Authorized Representative)

Date: 03/06/2026

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By:_____
TAMARA MELTON
City Clerk

Approved as to form:

By:_____
SCOTT E. RUDACILLE
City Attorney

ACRISURE®

March 3, 2026

City of Bradenton
888 13th Avenue E
Bradenton, FL, 34208

RE: Cacique Utilities, LLC

Bond No. 6022127718
Project: SOLICIATION #26-018MK, Kingston Estates Water Main Improvements

To Whom it May Concern:

Please allow this letter to service as formal authorization for **Cacique Utilities, LLC** and/or City of Bradenton to date the captioned bond, power of attorney to coincide with the Contract Date and the form of guarantee upon substantial completion. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: _____

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime.

Sincerely,

Shawn Burton
Attorney-in-Fact

This is the front page of the performance/payment bond issued in compliance with Florida Statute 255.05

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: 6022127718

CONTRACTOR:
Name: Cacique Utilities, LLC
Address: 4804 Waverly Woods Terrace, Lake Worth, FL 33467

Phone: 305-216-0370

SURETY(S):
Name: United States Fire Insurance Company
Address: 305 Madison Avenue , Morristown, NJ 07960

Phone: 973-490-6600

OWNER:
Name: City of Bradenton
Address: 888 13th Avenue E, Bradenton, FL 34208

Phone: 941-932-9400

Bond Amount: $ 1,385,257.20

Description of Work: SOLICIATION #26-018MK, Kingston Estates Water Main Improvements

Project Location: Bradenton, FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

Bond No.6022127718

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

Cacique Utilities, LLC
4804 Waverly Woods Terrace
Lake Worth, FL 33467

SURETY (*Name, and Address of Principal Place of Business*):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (*Name and Address*):

City of Bradenton
888 13th Avenue E
Bradenton, FL, 34208

CONTRACT

Effective Date of Agreement:

Amount: One Million Three Hundred Eighty Five Thousand Two Hundred Fifty Seven Dollars and 20/100 ($1,385,257.20)

Description (*Name and Location*):

SOLICIATION #26-018MK, Kingston Estates Water Main Improvements, Bradenton, FL

BOND

Bond Number: 6022127718

Date (*Not earlier than Effective Date of Agreement*):

Amount: One Million Three Hundred Eighty Five Thousand Two Hundred Fifty Seven Dollars and 20/100 ($1,385,257.20)

Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Cacique Utilities, LLC (Seal)	United States Fire Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: David Cacique	By:
Signature	Signature (Attach Power of Attorney)
David Cacique	Shawn A. Burton
Print Name	Print Name
Project Executive	Attorney-In-Fact
Title	Title
Attest: Lisa Valoras	Attest: As per attached Power of Attorney
Signature	Witness: Signature
Project Coordinator	Alicia Angelllo, Secretary
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker: Acrisure, 15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016 305-722-2663
Owner's Representative (*Engineer or other party*):

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson,
Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 6022127718

CONTRACTOR NAME: Cacique Utilities, LLC

CONTRACTOR ADDRESS: 4804 Waverly Woods Terrace
Lake Worth, FL 33467

CONTRACTOR PHONE NO: 305-216-0370

SURETY COMPANY: United States Fire Insurance Company

OWNER NAME: City of Bradenton

OWNER ADDRESS: 888 13th Avenue E, Bradenton, FL 34208

OWNER PHONE NO.: 941-932-9400

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) City of Bradenton

OBLIGEE ADDRESS: 888 13th Avenue E, Bradenton, FL 34208

OBLIGEE PHONE NO.: 941-932-9400

BOND AMOUNT: $1,385,257.20

CONTRACT NO.: (If applicable) SOLICIATION #26-018MK

DESCRIPTION OF WORK: Kingston Estates Water Main Improvement

PROJECT LOCATION: Bradenton, FL

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

Bond No.6022127718

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Cacique Utilities, LLC
4804 Waverly Woods Terrace
Lake Worth, FL 33467

SURETY (*Name, and Address of Principal Place of Business*):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (*Name and Address*):
City of Bradenton
888 13th Avenue E
Bradenton, FL, 34208

CONTRACT

Effective Date of Agreement:

Amount: One Million Three Hundred Eighty Five Thousand Two Hundred Fifty Seven Dollars and 20/100 ($1,385,257.20)

Description (*Name and Location*):
SOLICIATION #26-018MK, Kingston Estates Water Main Improvements, Bradenton, FL

BOND

Bond Number: 6022127718

Date (*Not earlier than Effective Date of Agreement*):

Amount: One Million Three Hundred Eighty Five Thousand Two Hundred Fifty Seven Dollars and 20/100 ($1,385,257.20)

Modifications to this Bond Form:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Cacique Utilities, LLC (Seal)	United States Fire Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: David Cacique	By: Shawn A. Burton
Signature	Signature (Attach Power of Attorney)
David Cacique	Shawn A. Burton
Print Name	Print Name
Project Executive	Attorney-In-Fact
Title	Title
Attest: Lisa Valeran	Attest: Alicia Angelillo
Signature	Witness: Signature
Project Coordinator	Alicia Angelillo, Secretary
Title	Title
	As per attached Power of Attorney

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

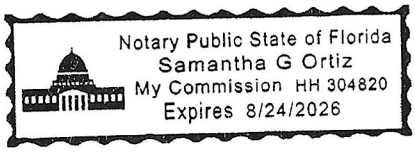
Acrisure
15050 NW 79th Court, Suite 200
Miami Lakes, FL 33016
305-722-2663

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of March, 20 26, by Shawn Burton, Attorney-In-Fact who is X Personally Known OR _____ Produced Identification, Type of Identification Produced Personally Known.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)



(Seal)
Commission Expires: August 24, 2026

(Seal)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson,
Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE NO. 4069 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR

REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Vote to approve or deny Ordinance 4069.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This Ordinance is written in response to Florida Statute Section 397.487(15) that requires that local governments establish procedures for the approval of recovery residences. This will provide for reasonable accommodation of certified recovery residences in the City. The Planning Commission voted 7-0 to recommend approval at the February 18, 2026 meeting. This was heard by City Council on First Reading on March 11, 2026.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Prepared by the City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve or deny Ordinance 4069.

ATTACHMENTS:
Ordinance 4069
Staff Report

ORDINANCE NO. 4069

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, mandates that each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, Such ordinance must also include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, Florida law requires that the regulation and establishment of certified recovery residences is consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. ss. 12131 et seq.); and

WHEREAS, a "recovery residence" is defined in §397.311(39), Florida Statutes, to mean "a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment;" and

WHEREAS, a "certified recovery residence" is defined in §397.311(5), Florida Statutes, to mean "a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator;" and

WHEREAS, under the City of Bradenton Land Use Regulations, a certified recovery residence of the type and kind discussed in Chapter 397 of the Florida Statutes could be classified as a Group Care Home or Group Care Facility; and

WHEREAS, "Group Care Home" and "Group Care Facility" are not uses listed within the City of Bradenton Form Based Code, thus the City desires to update the Form Based Code to include such uses; and

WHEREAS, a "reasonable accommodation" is an established method by which an individual who is disabled or handicapped as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act of 1988 (hereafter, "disabled person" or "disabled persons"), or a qualified provider of services to disabled persons, can request a reasonable and necessary modification or alteration in the application of a specific provision of local law, rule, policy, or practice to afford an equal opportunity for the individual or the disabled person(s) within the service provider's care to use and enjoy housing; and

WHEREAS, the City takes seriously the need to protect the City's most vulnerable residents, including individuals who need services to manage drug or alcohol addiction; and

WHEREAS, the City is likewise committed to balancing that need with the need to have well-planned neighborhoods consisting of compatible uses; and

WHEREAS, the City wishes to make certain adjustments to the Land Use Regulations and Form Based Code to clarify the standards and procedures applicable to certified recovery residences; and

WHEREAS, the City desires to implement the reasonable accommodation component of Section 397.487(15), Florida Statutes, by adopting a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, this Ordinance is adopted for the purpose of compliance with Section 397.487(15)(a), Florida Statutes, and, pursuant to Section 166.041(4)(c)1, Florida Statutes, no business impact estimate is required to be prepared or posted prior to adoption.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bradenton, Florida, that the City of Bradenton Code of Ordinances hereby amended as follows:

Section 1. That the above recitals are true and correct and are incorporated herein by reference.

Section 2. Chapter 10 of the City Land Use Regulations is amended to update the definitions of certain terms and to add two new terms, to be inserted alphabetically and to read as follows:

Certified recovery residence: a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment, and which holds a valid certificate of compliance pursuant to Section 397.311, Florida Statutes, and is actively managed by a certified recovery residence administrator.

…

Group care facility: A facility housing seven or more persons for the purpose of providing care and frequently health care and counseling. This category includes community residential homes as defined and regulated in F.S. 419, congregate living facilities, emergency shelters, ~~recovery homes,~~ certified recovery residences, and residential treatment facilities as defined herein and licensed or certified by the State of Florida ~~Department of Health and Rehabilitative Services [Department of Children and Families]~~.

Group care home: A home housing six or less persons for the purpose of providing care and frequently health care and counseling. This category includes community residential homes as defined and regulated in F.S. 419, congregate living homes, certified recovery residences and emergency shelter homes as defined herein and licensed or certified by the State of Florida ~~Department of Health and Rehabilitative Services [Department of Children and Families]~~.

…

Reasonable accommodation: A modification or exception to the Land Use Regulations necessary to afford a person with a disability equal opportunity to use and enjoy housing.

~~*Recovery home:* A group care facility licensed by the State of Florida which provides for a limited period of time, board, lodging, supervision, medication and other treatment and counseling for persons progressing from intensive treatment for crime, delinquency, mental or physical illness or persons otherwise in need of a structured environment to deal with personal problems.~~

Section 3. A new Section 4.3.15 is hereby added to the City Land Use Regulations to read as follows:

Sec. 4.3.15. Certified Recovery Residences.

(a) Certified recovery residences may be classified as either a "group care home" or a "group care facility" under these land use regulations and shall be subject to review and approval in accordance with the applicable provisions governing such uses.

(b) A certified recovery residence may request a reasonable accommodation from any land use regulation that serves to prohibit the establishment of such certified recovery residence in accordance with the procedures set forth in Section 2.2.21.

Section 4. A new Section 2.2.21 is hereby added to the City Land Use Regulations to read as follows:

Sec. 2.2.21. Procedure for Requesting a Reasonable Accommodation for a Certified Recovery Residence.

(a) *Application Required*. An applicant seeking a reasonable accommodation to establish or operate a certified recovery residence shall submit a written application to the City Planning & Community Development Department on a form to be provided by the Department. The application must include, at minimum:
   a. *Applicant Information*: The name, mailing address, phone number, and email address of the applicant or the applicant's authorized representative.
   b. *Property Information*: The address and parcel identification number of the subject property.
   c. *Accommodation Request*: A description of the specific accommodation requested, including the applicable regulation or policy from which relief is sought, and an explanation of how the accommodation is necessary to afford equal housing opportunity.
   d. *Administrator Information*: The name, mailing address, phone number, and certification number for the certified recovery residence administrator.
   e. *Recovery Residence Certification*: Proof of current certification under Section 397.487, Florida Statutes.
   f. *Affirmation*. A certification signed by the applicant stating: "I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS APPLICATION, MY APPLICATION SHALL BECOME NULL AND VOID.
   g. *Disability Status*. A general description of the qualifying disability or handicap sufficient to qualify the applicant as entitled to the protection of the Fair Housing Amendments Act and the Americans with Disabilities Act, provided that the City discourages inclusion of individually identifying medical information unless such information is necessary to qualify the applicant under this section.
   h. Any additional information or documentation the applicant feels is necessary to supplement the request for reasonable accommodation.

(b) *Request for Additional Information*. The Department shall notify the applicant in writing within thirty (30) days of receipt of the application if additional information

is required from the applicant. The applicant shall respond to the request for additional information within thirty (30) days of the date of such notification.

(c) *Date Stamping and Acknowledgment*. Upon receipt of a completed application, the Department shall date stamp the application and provide written acknowledgment of receipt to the applicant.

(d) *Limitations*. The City shall not impose spacing, occupancy, or location restrictions that treat certified recovery residences less favorably than other similar residential uses, except as expressly permitted under federal or state law.

(e) *Final Determination*. The Department Director shall forward the application, along with any supporting data, analysis or recommendations of the Department, to the City Council who shall have the authority to consider and act on all requests for a reasonable accommodation. Within sixty (60) days following the City's receipt of a completed application, the City Council shall consider the request and render a written determination either:

   a. Approving the request in whole, with or without conditions;
   b. Approving the request in part, with or without conditions; or
   c. Denying the request, stating with specificity the objective, evidence-based reason for the denial and identifying any deficiencies or actions necessary for reconsideration.

(f) *Alternative Reasonable Accommodations*. If the City Council determines that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's land use and zoning regulations, the Council may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may constitute an approval of the requested accommodation with conditions.

(g) *Automatic Approval*. If a final written determination is not issued by the City Council within sixty (60) days following the City's receipt of a completed application, the request shall be deemed approved by operation of law, unless the parties mutually agree in writing to a reasonable extension of time.

(h) *Appeals*. A written determination issued by the City Council on a request for reasonable accommodation shall be deemed final action by the City as of the date the determination is rendered.

(i) *Revocation of Accommodation*. The City may revoke a previously-granted reasonable accommodation for cause, including but not limited to violation of conditions of approval, lapse, revocation, or failure to maintain required certification or licensure under Florida law, if such status is not reinstated within one hundred eighty (180) days from lapse; and material misrepresentation of facts in the application process. Applicants subjected to revocation shall be provided written notice of such revocation

and shall have thirty (30) days upon receipt of written notice to respond contesting the validity of an accommodation revocation.

Section 5. Section 4.3.6 of the City Land Use Regulations is hereby amended as follows:

4.3.6. *Group care homes and group care facilities*. Group care homes may include ~~are identified as~~ community residential homes of six or less residents as defined by F.S. § 419.001. Group care facilities may include ~~involve~~ community residential homes of seven or more residents as set forth in F.S. § 419.001. The provisions of F.S. § 419.001 relating to the approval of such community residential homes herein denominated as group care homes and group care facilities are incorporated herein and made a part hereof, and the city shall establish appropriate monitoring procedures and standards for determining compliance by such community residential homes~~group care homes and group care facilities~~ with the provisions of said statute. For calculating the density of group care homes and group care facilities~~purposes~~, six beds shall constitute one independent unit if individual kitchens are not provided.

Section 6. Table 4.7 of the City Form Based Code is amended to add two new uses, to read as follows:

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
Group Care Home (5)		SU	SU	SU	SU	SU
Group Care Facility (5)			SU	SU	SU	SU
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						

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

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Special Events		SU	SU	SU	SU	P	Cemetery	SU	SU	SU	SU	SU	P
Retail Building			P	P	P	SU	Funeral Home			SU	P	P	P
Display Gallery			P	P	P	SU	Hospital				SU	SU	P
Restaurant			P	P	P	SU	Medical Clinic		SU	SU	SU	SU	SU
Kiosk			P	P	P	SU	Marina		SU	SU	SU	SU	SU
Café/Sidewalk Café<20 seats (1)			P	P	P	P							
Push Cart				SU	SU	SU							
Lounge			SU	SU	SU	SU	**i. OTHER: EDUCATION**						
Secondhand Store			P	P	P	SU	College			SU	SU	SU	P
Pawnshop						SU	Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
e. CIVIC							Business Training Schools			P	P	P	P
Convention Center				SU	SU	P	Educational	SU	SU	SU	SU	SU	SU
Conference Center				SU	P	P	Cultural			SU	SU	SU	SU
Exhibition Center			SU	SU	SU	P	Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
Fountain or Public Art	P	P	P	P	P	P	**j. OTHER: INDUSTRIAL**						
Library		P	P	P	P	P	Heavy Industrial Facility						P
Live Theater			P	P	P	P	Light Industrial Facility			SU	SU		P
Movie Theater			P	P	P	P	Laboratory Facility			SU	SU		P
Museum			SU	P	P	P	Water Supply Facility						P
Indoor Amusement Center			SU	SU	SU	SU	Sewer Waste Facility						P
Outdoor Amusement Center			SU	SU	SU	SU	Electric Substation	SU	SU	SU	SU	SU	P
Outdoor Auditorium			SU	P	P	P	Wireless Transmitter			SU	SU	SU	SU
Passenger Terminal			SU	SU	SU	P	Cremation Facility						P
Playground	P	P	P	P	P	P	Warehouse			SU	SU		P
Sports Stadium			SU	SU	SU	P	Produce Storage						P
Surface Parking Lot		P	P	P	P	P	Heating & Fuel Storage						P
Club		SU	SU			SU	Ice Plant				SU		SU
Religious Assembly (3)	SU	P	P	P	P	P	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 alone~~s~~ use. It must be vertically mixed.

5. Group care homes and group care facilities. See Sections 4.3.6 and 4.3.15 of the Land Use Regulations.

Section 7. Article 12 of the City Form Based Code is amended to add two new terms, to be inserted alphabetically and to read as follows:

Group care facility: A facility housing seven or more persons for the purpose of providing care and frequently health care and counseling. This category includes community residential homes as defined and regulated in F.S. 419, congregate living facilities, emergency shelters, certified recovery residences and residential treatment facilities as defined in the Land Use Regulations and licensed or certified by the State of Florida.

Group care home: A home housing six or less persons for the purpose of providing care and frequently health care and counseling. This category includes community residential homes as defined and regulated in F.S. 419, congregate living homes, certified recovery residences and emergency shelter homes as defined in the Land Use Regulations and licensed or certified by the State of Florida.

Section 8. Chapter 3, Section 3.2, Table 3.2.1.1 of the City Land Use Regulations is hereby amended to read as follows:

SCHEDULE 3.2.1.1 RESIDENTIAL DISTRICTS / PERMITTED USES AND SPECIAL USES																		
USE	SINGLE-FAMILY R-1			TWO FAMILY R-2			MULTI-FAMILY R-3			MOBILE HOME R-4			VILLAGE OF THE ARTS OVERLAY[4]			ANTIQUES OVERLAY[4]		
	P	SU	SCC	P	SU	SCC	P	SU	SCC	P	SU	SCC	P	SU	SCC	P	SU	SCC
Single-Family Dwelling	X			X			X			X			X			X		
Two-Family Dwelling	(5)			X			X							X				
Multi-Family Dwelling	(5)						X							X				
Garage/Accessory Unit	(5)			X			X						X				X	
Boarding House *								X										
Bed and Breakfast								X					X			X		
Home Occupation[6]	X			X			X						X			X		
Home Business													X			X		

Educational/Cultural / Religious Facilities Mortuary/Crematory		X			X			X			X			X			X	
Public Facility, Park[1]		X			X			X			X			X				
Nursing Home					X			X						X				
Group Care Home ** ~~Inc. Congregate Living Home and Emergency Shelter~~					X			X			X			X			X	
Group Care Facility ** ~~Inc. Congregate Living Fac., Recovery Home, Emergency Shelter, Res. Treatment Fac.~~								X						X			X	
Hospital								X			X			X				
Day Care Center *[2]		X			X			X						X			X	
Public Event			X			X			X			X			X			X
Dock/Pier[3]	X			X			X			X								
P = Permitted Use SU = Special Use Permit SCC = Special City Council Approval																		

* See Specific Use Regulations, Section 4.3.2 ** See Specific Use Regulations, Sections 4.3.6, and 4.3.15. An exception may apply for a Community Residential Home defined by F.S. § 419.001

[1] Neighborhood parks required in subdivisions or planned development projects shall be permitted uses.

[2] Adult and child day care centers with six or less clients and "family day care homes" as defined and licensed by the Florida Department of Children and Families are exempt from zoning requirements.

[3] Docks and piers not meeting the criteria in subsection 5.1.2.14, and those proposed on public waterfront shall require special use permit approval.

[4] See sections 3.4.5 and 3.4.6, Special district regulations.

[5] See section 4.1.3 Wares Creek exemption schedule 3.2.2.1.

Section 9. 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 this 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 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This Ordinance shall take effect as provided by law.

FIRST READING	March 11, 2026
PUBLICATION DATE	March 15, 2026
SECOND READING	March 25, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 25TH, day of MARCH, 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

5483882v1

City of Bradenton
Department of Planning & Community Development
City Council
March 25, 2026

Ordinance 4069 | PLN-TXT-25-0003
Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Florida Statutes Section 397.487(15) requires that each municipality adopt "*an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence*."

Proposed Ordinance 4069 will:

- Define a certified recovery residence and reasonable accommodation;
- Amend the definitions for group care homes and group care facilities;
- Provide for group care homes and group care facilities in the Form Based Code;
- Classify recovery residences as group care home or group care facility; and
- Establish a procedure for applying for a reasonable accommodation as a recovery residence, including appeals and revocation.

Currently recovery homes are listed as part of the definition for group care facilities. This use category is permitted in the Professional and Industrial zoning districts and is a special use in the Urban Commercial Core, Suburban Commercial Core and R-3 Multiple Family districts. As group care homes and group care facilities are not listed in the use chart of the Form Based Code, they are considered "uses that are not listed" and therefore would require a Special Use Permit approval. This change will add the group care facilities and homes to the use chart and allow a more formal process to apply under the Form Based Code.

The Planning Commission voted 7-0 to recommend approval of Ordinance 4069 at the February 18, 2026 meeting. City Council heard this item on First Reading on March 11, 2026.

Sincerely,



Robin S. Singer
Director of Planning & Community Development

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Contract

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

SUBJECT: Contract for Purchase and Sale for 1108 2nd Street West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Urban Group was selected the City to provide real estate brokerage services to assist in the disposition of City surplus properties. The Urban Group listed the property located at 1108 2nd Street West on the MLS for $55,000.00. As a result of the listing, the City received an offer on the subject vacant lot of $52,000.00. We are bringing this offer to you today for consideration as we believe the purchase price of $52,000.00 is a desirable offer, and as there is no due diligence or inspection required, which will result in an expedient closing. The buyer will be responsible for all closing cost, and the conveyance will be by special warranty deed, as required by the City's Disposition of Surplus Property Policy. Additionally, as the property was designated by City Council as suitable for affordable housing, the City's Policy requires that the funds from the sale of the property will be deposited into the City's Affordable Housing Fund. Monies from that fund may only be used to expand the production of, or the preservation of permanent affordable housing upon approval by City Council.

FINANCIAL IMPACT:
$52,000.00 purchase price to the City of Bradenton Affordable Housing Fund and return of the property to the tax rolls.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Contract for the Purchase and Sale for 1105 18th Street West, and authorization for the Mayor to execute all closing documents.

ATTACHMENTS:
Contract for Purchase and Sale

Authentisign ID: 47C2E923-0D1F-F111-9A49-000D3A4FF82A
Authentisign ID: 726ACA39-C422-F111-9A49-000D3A4FF82A

Vacant Land Contract

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1. Sale and Purchase ("Contract"): City of Bradenton, Florida A Municapl Corporation of the State of Florida ("**Seller**") and Humblecro, LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1108 2nd St W Bradenton FL 34205-8735

Legal Description:

LOT 4 BLK F J K SINGELTARY SUB PI#42983.0000/7

SEC ___/TWP /___/RNG ___ of Manatee County, Florida. Real Property ID No.: 42983-0000-7

including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 52,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Blalock Walters, P.A.

Escrow Agent's Contact Person: Ryan Harris, Esq

Escrow Agent's Address: 802 11th Street West Bradenton FL 34205

Escrow Agent's Phone: 941.748.0100

Escrow Agent's Email: rharris@blalockwalters.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)

☐ accompanies offer

☒ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 10,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 42,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 3/18/2026, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on 30 day ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Authentisign RP

Authentisign DR

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date, (**Check one**)

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(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

9. Property Condition: **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ No Due Diligence Period: Buyer is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: **Taxes on Deed**

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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Matt Rosenbaum	N/A
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
mrosenbaum@theurbangroup.com	
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
954-522-6422	
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
THE URBAN GROUP, INC.	
Listing Brokerage	**Buyer's Brokerage**
101 SE 19 Street Ft. Lauderdale FL 33316	
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms:

Seller's obligation to close is expressly contingent upon approval by the City Council of the City of Bradenton ("City Council"). If the City Council fails to approve the Contract prior to the Closing Date, the Contract shall be deemed terminated, and Buyer's deposit shall be returned to Buyer.

Property Shall be conveyed via special warranty deed to the Buyer.

Buyer agrees that the Property is being acquired by Buyer on an "AS IS" AND "WITH ALL DEFECTS" basis and "WITH ALL FAULTS" existing as of the Closing Date. Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in the Contract or in any of the documents to be executed and delivered by Seller at Closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

Seller and Buyer acknowledge and agree that Blalock Walters, P.A. shall serve as the Escrow Agent, Title Agent (on behalf of Chicago National Title Insurance Company or Old Republic National Title Insurance Company, the "Title Company"), and Closing Agent for this transaction. Further, Buyer acknowledges and agrees that Blalock Walters, P.A. may act as the counsel for Seller and that Blalock Walters, P.A. shall not be disabled or disqualified from representing Seller in connection with any litigation that might arise out of or in connection with this transaction by virtue of the fact that it has agreed to act as Escrow Agent, Title Agent, and Closing Agent hereunder, and Buyer hereby waives any claim arising out of or in connection with the foregoing; provided however, Buyer shall not waive any claim for Escrow Agent's, Title Agent's, and/or Closing Agent's negligence or intentional misconduct.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 368 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: Dominique Rodgers-Cromartie Date: 03/17/2026

Print name: Humblecro, LLC

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: Rob Perry Date: 03/18/2026

Print name: City of Bradenton

Seller: _____ Date: _____

Print name: A Municapl Corporation of the State of FLorida

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Approval for City Administration to Solicit a Tax-Exempt Revolving Line of Credit for Utility Bridge Financing Purposes

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City Administrator is requesting approval of the City's Municipal Advisor, PFM Financial Advisors LLC to advertise a Request for Proposals (RFP) for financial institutions to offer a tax-exempt revolving line of credit for an amount not-to-exceed $10,000,000 for specific utility projects. The bridge financing will provide interim funding for capital improvement projects and will be secured by a pledge of net revenues of the City's Water and Sewer System. The System's only outstanding debt consists of SRF loans.

This financing option is crucial for ensuring the timely execution of the projects, provide bridge financing in order to meet pay applications, equipment, supplies, and other transitory expenses pending reimbursement of external/internal funding sources allowing the City to maintain and enhance its utility infrastructure. In addition, this strategic approach will enable the City to address urgent construction grant deadline needs and reporting requirements while also promoting sustainable growth. By leveraging these funds effectively, the City aims to improve service delivery and foster community development in the long term.

FINANCIAL IMPACT:
None at this time. Interest and financing costs related to bridge financing may be reimbursable in accordance with grant terms and conditions.

ATTORNEY REVIEW/RECOMMENDATION:
The City's Bond Counsel, Nabors, Giblin & Nickerson, P.A., will prepare documents relating to the credit line and those documents will be brought before Council for final approval.

SUGGESTED MOTION:
Motion to authorize the City Administrator to solicit banking agreements and terms for a $10,000,000 line of credit related to bridge financing for utility projects and to develop and submit to City Council a policy for authorization to borrow needed funds.

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

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

SUBJECT: RESOLUTION 26-30
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING THE FIVE-YEAR WASTEWATER UTILITY FISCAL INITIATIVE PLAN IN THE TOTAL AMOUNT OF $159,600,000 FOR FISCAL YEARS 2026-2027 THROUGH 2029-2030; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton's Wastewater Utility consists of approximately 270 miles of pipe (65 miles of clay/cast iron), 4200 manholes, 64 lift stations, and a 9-MGD Wastewater Reclamation Facility (WWRF), all of which require significant modifications to meet the demands of reliability, resiliency, and storm recovery. Bradenton's wastewater infrastructure limitations and wet weather conditions have led to a 2018 Federal Consent Decree (OGC No. 18-1466, amended in 2019, 2020, and 2025), a Florida Department of Environmental Project (FDEP) Consent Order, and challenges in meeting regulatory requirements for its wastewater system.

Bradenton launched "Face It, Fix It" in 2021, a long-term strategy to update the

system by fixing leaks, updating equipment, and adding WWRF treatment capacity to eliminate bypasses, decrease sanitary sewer overflows (SSOs), and meet with NPDES effluent limits. A large number of these negative environmental incidents, occurrences, and conditions are attributable in the past were due to severe storms and weather conditions that have highlighted the wastewater collection and treatment system vulnerability. The City's strategy will need significant capital expenditure to fix system weaknesses, resolve the Consent Decree and Consent Order, and improve water quality, health, and safety. The overall expected capital investment for meeting the City's wastewater needs over the next five years is $159,600,000, which comprises of nine WWRF projects and three collection system improvements.

This Wastewater Utility Fiscal Initiative Plan (FIP) evaluates the City's significant capital projects and proposes funding strategies from 2026 to 2030. The financial approach examines the City's present customer rates and debt structure in conjunction with the CIP drivers to ensure regulatory compliance, long-term fiscal viability, reliability, and resiliency. The Plan evaluates funding agencies, programs, and threshold criteria to identify funding options that can best support capital upgrades. The funding scenario analysis shows that the CIP burden on ratepayers could be reduced by up to 80%, depending on the success of selected applications.

The City worked closely with Woodard & Curran representatives to create a comprehensive framework that aligns the capital improvement projects with the community's needs and financial capabilities. This collaborative effort aims to enhance transparency and foster public trust while ensuring that the projects are both sustainable and beneficial for all stakeholders involved.

FINANCIAL IMPACT:
Funding necessary to execute the City's 5-year FIP strategy is fluid and dynamic. The City has and will continue to seek and obtain external (Federal, State, Local government finance assistance) and internal (utility rate based) funding sources.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed and edited the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 26-30.

ATTACHMENTS:
Resolution 26-30

CITY OF BRADENTON
RESOLUTION NO. 26-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING THE FIVE-YEAR WASTEWATER UTILITY FISCAL INITIATIVE PLAN IN THE TOTAL AMOUNT OF $159,600,000 FOR FISCAL YEARS 2026-2027 THROUGH 2029-2030; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII of the Florida Constitution provides that municipalities shall have governmental, corporate, and proprietary powers to enable municipalities to conduct municipal government, form municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act", implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances and adopt resolutions in furtherance thereof; and

WHEREAS, within the above-referenced grant of powers, the City of Bradenton ("City") has the authority to manage growth and development within its boundaries for the protection of the public health, safety and welfare; and

WHEREAS, the City's Wastewater Utility consists of 270 miles of pipe, 4200 manholes, 64 lift stations, and a nine million gallons per day Wastewater Reclamation Facility ("WRF"), all in need of substantial improvements. The City's wastewater infrastructure limitations and wet weather conditions have resulted in a 2018 Federal Consent Decree (OGC No. 18-1466, amended in 2019, 2020, and 2025), a Florida Department of Environmental Project ("FDEP") Consent Order, and other challenges in meeting regulatory requirements within its wastewater system; and

WHEREAS, in 2021, the City initiated the "Face It, Fix It" campaign which is a long-term plan to upgrade the system by eliminating leaks, modernizing equipment, and expanding treatment capacity at the WRF to eliminate bypasses, reduce sanitary sewer overflows, and comply with National Pollutant Discharge Elimination System ("NPDES") effluent limitations. The City requires a substantial capital investment to advance this plan, address the most serious system deficiencies, and resolve the Consent Decree and Consent Order; while improving water quality and health and safety for residents; and

WHEREAS, in an effort to develop such goals, the City retained a consultant to draft a Five-Year Wastewater Utility Fiscal Initiative Plan ("FIP") that includes budgeting, capital expenditure planning, debt and financing strategies, and to present project scenario analysis; and

WHEREAS, the City was placed on the November 12, 2025, priority list for the FDEP's Supplemental Appropriation for Hurricanes Helene, Milton, and Hawai'i Wildfires ("SAHM")

funding to receive the maximum SAHM project cap of $19,166,503 with 100% principal forgiveness. The remaining project costs were placed on the State Revolving Fund's ("SRF") waiting list for future funding hearings; and

WHEREAS, the City Council for the City of Bradenton, Florida (the "City Council") has determined that the adoption of the FIP is in the best interest of the City and serves to improve and protect the public health, safety, and welfare.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council finds that the improvements described in the attached FIP are necessary to serve the public interest; accordingly, the City Council hereby adopts the attached FIP for fiscal years 2026-2027 through 2029–2030.
3. The FIP consists of eighty-one (81) pages and is attached hereto and made a part of this Resolution.
4. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith to the extent of such conflict.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON WITH A QUORUM PRESENT AND VOTING ON THIS 25TH DAY OF MARCH 2026.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

FISCAL INITIATIVE PLAN

January 2026

12 Mountfort Street
Portland, ME 04101
800.426.4262

woodardcurran.com

0235922.01
City of Bradenton, FL
January 23, 2026

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Appendix C: Community Redevelopment Area Funding Opportunities
Appendix D: Estimated Annual Debt Service and Cash Expenditures by Project

GLOSSARY OF TERMS

AADF	Average Annual Daily Flow
ADF	Average daily flow
APP	Areas of Persistent Poverty
BEBR	Bureau of Economic and Business Research
BMAP	Basin Management Action Plan
BLS	U.S. Bureau of Labor Statistics
CDBG	Community Development Block Grant
CDS/CPF	Congressionally Directed Spending/Community Project Funding
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CM	Construction Management
CRA	Community Redevelopment Act
CWA	Clean Water Act
DU	Dwelling Unit
DW	Drinking Water
FAC	Florida Administrative Code
EDA	Economic Development Administration
EDU	Equivalent Dwelling Unit
EPA	United States Environmental Protection Agency
EPA STAG	EPA State and Tribal Assistance Grants
ERC	Equivalent residential connection
EST	Estimated
F.S.	Florida Statute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FL	Florida
FP	Facilities Plan
FWC	Florida Fish and Wildlife Conservation Commission
FY	Fiscal Year
GAO	Government Accountability Office
GPCD	Gallons per Capita per Day
GPD	Gallons per Day
GO Bond	General Obligation Bond
HDC	Historically Disadvantaged Community
HUD	Department of Housing and Urban Development
HMGP	Hazard Mitigation Grant Program
IUP	Intended Use Plan
LCCA	Life Cycle Cost Analysis
LPA	Legislative Appropriation
LS	Lift Station

MG	Million Gallons
MGD	Million Gallons per Day
MHI	Median Household Income
MSA	Metropolitan Statistical Area
NPDES	National Pollutant Discharge Elimination System
NPV	Net Present Value
O&M	Operations and Maintenance
OFW	Outstanding Florida Water
OMB	Office of Management and Budget
PCI	Per-Capita Income
PER	Preliminary Engineering Report
Plan	Alternative Analysis Plan
PWEAA	Public Works and Economic Adjustment Assistance
RAO	Rural Area of Opportunity
RD	Rural Development
PER	Preliminary Engineering Report
RUA	Regional Utility Authority
RUS	Rural Utilities Service
SAHM, SA-HMW	Supplemental Appropriation for Hurricanes Helene, Milton, and Hawai'i Wildfires
SCADA	Supervisory Control and Data Acquisition
SDC	Services During Construction
SPPW	Single Payment Present Worth
SRF	State Revolving Fund
SW	Surface Water
SWFWMD	Southwest Florida Water Management District
TPC	Total Permitted Capacity
USA	Utility Service Area
USDA	United States Department of Agriculture
USPW	Uniform Series Present Worth
WEP	Water and Environmental Programs
WMD	Water Management District
WRF	Wastewater Reclamation Facility
WRF	Wastewater Treatment Plant
WIFIA	Water Infrastructure Financing and Innovation Act
WWG	Wastewater Grant (FDEP)
WRDA	Water Resources Development Act

EXECUTIVE SUMMARY

The City of Bradenton, FL Wastewater Utility consists of 270 miles of pipe (65 miles of which are clay/cast iron), 4200 manholes, 64 lift stations, and a 9-MGD Wastewater Reclamation Facility (WWRF), all in need of substantial improvements. Bradenton wastewater infrastructure limitations and wet weather conditions have resulted in a 2018 Federal Consent Decree (OGC No. 18-1466, amended in 2019, 2020, and 2025), a Florida Department of Environmental Project (FDEP) Consent Order, and other challenges in meeting regulatory requirements within its wastewater system.

In 2021, Bradenton initiated "Face It, Fix It" - a long-term plan to upgrade the system by eliminating leaks, modernizing equipment, and expanding treatment capacity at the WWRF to eliminate bypasses, reduce sanitary sewer overflows (SSO's), and comply with NPDES effluent limitations. The City will require a substantial capital investment to advance this plan, address the most serious system deficiencies, and resolve the Consent Decree and Consent Order; at the same time, it will improve water quality and health and safety for residents. The total estimated capital investment required to meet the City's wastewater needs over the next five years is $159,600,000 (2025$) and includes 9 projects at the WWRF and 3 projects for the collection system.

TABLE ES-1: BRADENTON 5-YEAR WASTEWATER CIP STATISTICS

Wastewater Treatment		**Wastewater Collection**	
Project Total	**$79,600,000.**	**Project Total**	**$80,000,000.**
Preconstruction	$16,225,000.	Preconstruction	$17,500,000.
Construction	$59,625,000.	Construction	$62,500,000.
Average cost/project	$9,950,000.	Average cost/project	$26,666,667.
Largest project cost - Master Lift Station & Headworks	$40,000,000.	Largest project cost - Lift Station Relocations	$50,000,000.

This Wastewater Utility Fiscal Initiative Plan (FIP) assesses the City's key capital projects and develops funding strategies for 2026 through 2030. The financial approach analyzes the City's current customer rates and debt structure and closely aligns with the CIP drivers to ensure regulatory compliance and long-term fiscal sustainability. The Plan analyzes funding agencies, programs, and threshold criteria, to develop possible funding scenarios and focuses on those with the greatest potential to support the requisite capital upgrades. The funding scenario analysis demonstrates a high potential to reduce the CIP burden to ratepayers by as much as 80%, depending on the success of targeted applications.

Woodard & Curran recommends that the City pursue all viable funding programs in accordance with five overarching strategies:

Maintain Strategic Focus

The current funding landscape is significantly more challenging than in recent years, with lapsing federal offerings that are increasing pressure on state programs and intensifying competition for funds. It is important that the City consider its top priority projects and focus on developing highly competitive applications to maximize likelihood of award.

Simultaneously Pursue Complementary Programs

In evaluating funding pursuits, the City should apply to annual/State programs while working on selected Federal programs that require a lower but sustained, multi-year effort to yield funding.

Plan Ahead

To position for funding programs, the City should review and update critical community plans to identify and prioritize the projects contained in the 5-Year CIP (see Section 4.1). These include the City Comprehensive Plan, Local Mitigation Strategy, regional Comprehensive Economic Development Strategy (CEDS), and, if applicable, one or more of the Sustainable Redevelopment Plans.

Act Now on Federal Earmarks, WRDA

Since their reinstatement in 2021, Congressionally Directed Spending/Community Project Funding requests have become increasingly competitive as other funding options are scaled back. The City should request CDS/CPF (earmark) funds for capital facilities/master planning for its wastewater utility.

Similarly, Congress will soon begin discussions on the Water Resources Development Act (WRDA) 2026. If the City plans to pursue Environmental Infrastructure funding from the Corps of Engineers, it will need to act in December 2025/January 2026 to request geographic/project authorization through its Congressional delegation.

Optimizing Finance Options – Leveraging SRF

The City is advised to seek financing for multiple common-purpose capital projects under the US EPA Water Infrastructure Finance and Innovation Act (WIFIA); the program offers highly flexible financing for projects of $20M or more; the minimum project cost can be met by a combination of SRF-eligible projects that serve a common purpose and are secured by a common security pledge, or by several projects of differing scope that achieve a specific purpose.

1. WASTEWATER UTILITY FISCAL INITIATIVE PLAN

This **Wastewater Utility Fiscal Initiative Plan (FIP)** is a comprehensive, strategic assessment of the City's key wastewater capital projects and outlines funding and financing strategies for the 2026–2030 period. The Plan considers the City consent orders, leverages its demographic and financial profiles, identifies internal and external revenue sources to support the CIP, analyzes funding gaps, and explores opportunities for cost reductions and additional revenue sources from private and public relationships. Importantly, it aligns financial approaches with the City's Wastewater Capital Improvement Plan (CIP) to ensure regulatory compliance and long-term fiscal sustainability.

1.1 FIP Approach

The FIP evaluates the scope, schedule, and costs of each wastewater treatment and collection system capital project identified by the City as a 5-year priority and uses that information to develop fiscal strategies to support preconstruction and construction. The fiscal strategies are designed to closely align with state and federal agency drivers, including health and safety considerations, regulatory requirements, job creation, economic stimulus, legislative initiatives, and other factors that affect funding and financing potential.

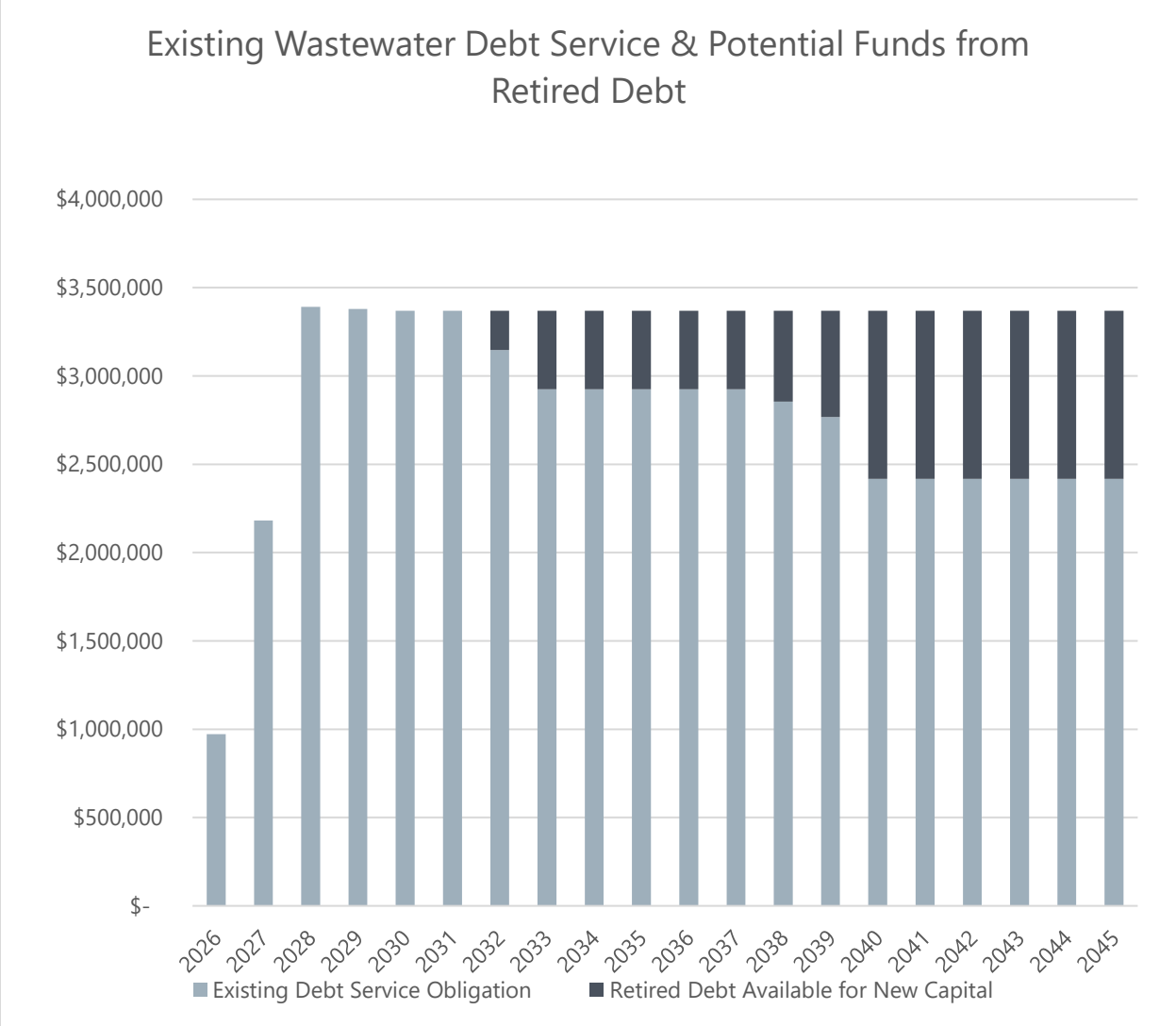
None of the funding programs that have been identified as relevant to the City's CIP carry any cybersecurity requirements, as of this report date. Any future SCADA programs will address cybersecurity considerations. Projects were prioritized in consultation with the City, with resulting priority shown in tables 2-1 and 2-2.

1.2 Financial Analysis and Forecast

The FIP includes a review of current financial statements, a revenue and expenditure analysis, and a 5-year financial forecast that projects future revenues, expenses, and potential rate increases. The City has separately retained a consultant to perform a rate study: therefore, rates are evaluated only as necessary to bridge the gap after all viable alternative funding means have been explored. The establishment of appropriate rates is critical to maintain financial sustainability and meet reserve guidelines for specific projects.

Existing wastewater debt service is approximately $2M currently and rises to a max of approximately $3.4M. Debt retirement on some loans occurs in Fiscal Year 2032, 2033, and 2040. Should the City choose to re-allocate these funds, retired debt provides an additional funding source for new capital expenses. The Chart below provides the existing debt service obligations over time in addition to the amount of retired debt that could be used for new capital while keeping the debt service obligation the same as today. In year 2032, as much as $220K, ramping up to as much as $950K in 2040, could be applied to offset or reduce new capital expenditures. For additional details on existing debt obligations, reference **Appendix A**.

FIGURE 1-1: EXISTING DEBT SERVICE AND POTENTIAL FUNDS FROM RETIRED DEBT



1.3 Strategies and Implementation

The FIP outlines budgeting, capital expenditure planning, debt and financing strategies, and presents a project scenario analysis. The Plan also details a fiscal implementation outline with suggested action items, timelines, and responsibilities, and agency requirements to align project scope with funding programs.

1.3.1 FDEP CWSRF Recent Activity

In Q3, 2025, a Request for Inclusion (RFI) was prepared and submitted to FDEP SRF for funding consideration within the SAHM program, with project costs totaling $273,739,500. **The City was placed on the November 12th, 2025 Priority List for FDEP's SAHM funding to receive the maximum SAHM CW**

project cap of $19,166,503 in 100% principal forgiveness. The remaining project costs of $254,572,997 was placed on the SRF Waiting List for future funding hearings. Regarding this SAHM funding, timing is critical. Any gap in funding due to timing of funds availability and capital need will need to be addressed by bridge or interim financing. This interim funding will cover essential costs during the gap between initial expenditures and the availability of long-term financing or revenue streams. Bridge financing will mitigate delays, maintain momentum, and safeguard against potential disruptions that could impact project milestones and stakeholder commitments. To structure and implement this financing effectively, the City will need to engage qualified financial advisors and bond counsel. These professionals will provide expertise in evaluating financing options, ensuring compliance with applicable regulations, and preparing necessary documentation to secure favorable terms for interim funding.

It is important to note that action is needed to complete a loan application for the amount stated in the Priority List ($19,166,503 entirely Principal Forgiveness). This loan application will result in a loan agreement for the City's acceptance and execution.

2. PROJECTED 5-YEAR WASTEWATER CIP

2.1 CIP Drivers

The City is under a Federal Consent Decree and State Consent orders due to limitations in the wastewater treatment and collection infrastructure resulting in compliance issues including discharges of partially treated effluent to waters of the state. As such, the City understands the need to implement a proactive Capital Improvement Plan. Due to the condition of the system, the City also faces numerous challenges in meeting current federal and state regulatory requirements. The City will require a substantial capital investment to address the most serious system deficiencies over the next 5 years and resolve the Consent Decree by, or before, the 2032 regulatory compliance deadline. Importantly, the capital improvements will protect water quality for this coastal community and the health and safety of its residents, and the environment. The City also faces significant infrastructure challenges associated with coastal vulnerability, driving the need for improvements that ensure resiliency and reliable system function in the face of increasing rainfall and flooding events.

2.2 CIP Projects

The following CIP projects are categorized by treatment and collection and further broken down by unit process. The CIP comprises projects identified by the City, those proposed by Woodard and Curran's professional engineering and operations teams, and discussions during in-person discovery meetings.

2.2.1 Wastewater Treatment

Many of the projects below are driven by Consent Decree or Consent Orders. These projects are all considered high priority with varying start and completion dates for pre-construction and construction activities.

TABLE 2-1: WASTEWATER TREATMENT CIP

Unit Process	Project Description	Priority	Estimated Cost	Escalated Cost	Schedule
Master Lift Station & Headworks	Master Lift Station and Headworks Expansion	High	$40,000,000	$44,229,599	2026-2031
Solids Processing	Evaluate Permanent Dewatering Equipment Upgrades	N/A	Funding Source Not Needed for FIP		2026
Solids Processing	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS Improvements	High	$6,000,000	$6,319,050	2026-2028
Clarifiers	Optimize Clarifier Performance for Wet Weather Operation	High	$100,000	$114,239	2029-2031
EQ	Permanent EQ Tank	High	$6,000,000	$6,272,700	2026-2028
Injection Well	Injection Well Surface Facilities	High	$3,000,000	$3,136,350	2026-2028
Reject Tank	Reject Tank	High	$6,000,000	$6,272,700	2026-2028
Oxidation Ditch, Denit Filters, Disinfection	Third Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Mid	$13,500,000	$15,033,341	2027-2031
Reuse	Reuse Optimization Plan/Design/Construction	Mid	$5,000,000	$1,449,093[1]	2030-2031
5-Year Total			**$79,600,000**	**$82,827,072**	

2.2.2 Wastewater Collection

The five-year lift station projects were grouped to reflect those requiring upgrades and rehabilitation and those in need of relocation. The following table summarizes the Wastewater Collection system projects.

[1] This cost accounts for pre-construction activity in 2030. The FIP only accounts for 25% of total project costs for pre-construction ($1.25M in 2025$), escalated to 2030.

TABLE 2-2: WASTEWATER COLLECTION CIP

Unit Process	Project Description	Priority	Estimated Cost	Escalated Cost	Schedule
Lift Stations	Lift Station Upgrades (Resiliency, Redundancy, and Reliability): LS 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 56, 57, 58, 59, 62, and 63	High	$20,000,000	$22,114,799	2026-2031
Lift Stations	Lift Station Relocations: LS 8, 14, 16, and 21	High	$50,000,000	$55,286,999	2026-2031
Collection System	Evaluation of Relocating Cross-Country/Off-Road Sewer to Public Right of Way – Point Repairs in Advance of Pipe Lining	High	$10,000,000	$10,936,820	2026-2031
5-Year Total			**$80,000,000**	**$88,338,618**	

3. FUNDING AGENCIES AND SOURCES OVERVIEW

Local government demographics and the nature of the capital project to be funded are key factors in determining which funding program metrics might meet the City's needs. State and Federal funding programs were evaluated for both client and project eligibility, competitiveness, and overall "fit" in relation to the CIP drivers. Programs for which the City and the project(s) are both eligible and likely competitive are presented and discussed in Sections 3.2 and 3.3.

3.1 Bradenton Funding Demographics

The following table provides a summary of the City's funding demographics and relevant State and National data.

TABLE 3-1: RELEVANT FUNDING DEMOGRAPHICS

Title	Bradenton	Florida	National
Population *(2020 Census)*	55,698		
MHI ($)	60,964 (77.6% of National)	71,711	78,538
PCI ($)	35,024 (81% of National)	41,055	43,289
Poverty Rate (%)	14.2	12.3	11.1
Unemployment Rate (%)	3.6 *(2024, North Port-Bradenton-Sarasota MSA)*	3.3	4.1
No. Households	23,079 *(2019-2023)*		
EDA High Poverty Areas	Census Tracts 1.03, 6.03, 7.05		
Low/Mod %[1]	>51% (55.30%)		
HUD Qualified Census Tracts[2]	11.06,6.03,6.04,1.03,1.05,1.06, 2.01,2.03,2.04,3.05,3.07,3.09, 3.10,3.14, 7.04,7.05,8.11,		
Persistent Poverty County[3] (Manatee)	No		
Areas of Persistent Poverty (APP) and Historically Disadvantaged Community (HDC) Census Tracts	1.03, 7.03, 7.04, 7.05		
HDC Only	6.01, 6.03, 11.06		
Growth Rate 2010-2020 %	12.4		
Growth Rate 2020-2023 %	2.4		
Land Area (sq. mi.)*	14.35		

[1] HUD Exchange, ACS 2020 Low/Mod Local Governments.
[2] HUD Office of Policy Development and Research, 2025-2026 Small DDAs and QCTs.
[3] Refers to areas in persistent poverty since 1990.

3.2 State Funding Summary

Florida State funding programs were evaluated for relevance to the projects identified in the City's CIP for FY2026-FY2030, with particular attention to regulatory compliance deadlines, project impact, and potential to leverage other funding programs. Programs for which the City is eligible and that meet specific funding objectives were selected for further evaluation. The funding objectives were defined to accomplish the following:

- ✓ Fulfill obligations under the Federal Consent Decree and State Consent Orders
- ✓ Expand treatment capacity to meet future demand and eliminate wet-weather overflows
- ✓ Improve system resiliency in relation to flooding and storm events
- ✓ Rehabilitate aging collection system assets to reduce inflow and infiltration (I/I)
- ✓ Enhance operational efficiency and prepare for long-term solids handling improvements

The Fiscal Initiative Plan (FIP) is a 5-year review of wastewater projects that have immediate funding needs. For purposes of the State funding discussion, the projects are divided into **five categories to** align each group with the most suitable funding source(s):

1. Treatment Plant Capacity & Compliance Projects: Upgrades required by consent order or critical capacity needs. These projects address wet-weather flow surges, prevent permit violations, and improve treatment reliability. *Some projects are already in progress with local funds or existing loans*.

2. Resiliency and Flood-Mitigation Projects: Projects to harden infrastructure and protect it from flooding. *Includes:* Lift Station (LS) relocations and hardening of LS 8, 14, 16, and 21, upgrades and rehabilitation of 23 lift stations, and system-wide flood resiliency upgrades like elevating electrical controls, installing submersible pumps, and adding backup generators at key stations. These projects reduce sanitary sewer overflows and environmental hazards during storms.

3. Collection System Rehabilitation & Capacity Projects: Improvements to aging lift stations and pipelines.

4. Treatment Optimization & Efficiency Projects: Smaller-scale upgrades to improve treatment efficiency or reduce O&M costs. Also included is a planned SCADA system improvement for remote monitoring of all lift stations, critical for operational efficiency and situational awareness during emergencies.

5. Solids Handling and Reuse Projects: Improvements in biosolids processing and reclaimed water management. These projects aim to improve reliability and prepare for future regulatory trends (e.g. stricter biosolids disposal rules or water reuse goals).

Using the foregoing information, the following State funding programs have been identified to be most relevant to the City CIP:

- FDEP Clean Water State Revolving Fund (SRF)
- FDEP Wastewater Grant Program

- FDEP Resilient Florida Grant Program
- Legislative Appropriations (Local Funding Initiative Requests)
- Florida Commerce Florida Job Growth Grant Fund
- Florida Job Growth Grant Fund
- Bradenton CDBG Entitlement Funds – HUD via FloridaCommerce
- SWFWMD Cooperative Funding Initiative
- FDEM Hazard Mitigation Grant Program (HMGP)
- Hazard Mitigation Grant Program (HMGP)

The State funding programs with potential relevance to the City's wastewater CIP are summarized in Table 3-2.

TABLE 3-2: RELEVANT STATE FUNDING PROGRAMS

WW Project/Group	Program	Agency	Grant Cycle Timing	City Match	Probability of Award
Treatment Plant Capacity/ Compliance	Clean Water SRF Loan	FDEP	Quarterly	No	High
	Wastewater Grant	FDEP	Summer 2026+	50% Grant	Moderate
	FL Job Growth Grant Fund	FDOC	Rolling	No	Moderate
	Helene/Milton Supplemental	USEPA through FDEP	Awards NOV25	TBD Nov. 2025	High
Resiliency/Flood Mitigation	Resilient FL Grant	FDEP	Summer 2026 +	50%	High
	Legislative Appropriation	State Legislature	Fall 2025+	Yes	Moderate
	CWSRF Loan	FDEP	Spring 2026	No	High
	FL Job Growth Grant	FDOC	Rolling	No	Moderate
	Hazard Mitigation Grant	FDEM	Post-disaster annually	25%	High
	SWFWMD CFI	SWFWMD	Apply by 10/26 for 2028	50%	High
	Helene/Milton Supplemental	USEPA through FDEP	Awards NOV25	TBD Nov. 2025	High
Collection System Rehab & Capacity	CWSRF Loan	FDEP	Fall 2025+	Yes	High
	Legislative Appropriation	State Legislature	Spring 2026	No	Moderate
	Bradenton CDBG	HUD-FDOC-City	Annual Action Plan	No	High
	Hazard Mitigation Grant	FDEM	Post Disaster	25%	High

WW Project/Group	Program	Agency	Grant Cycle Timing	City Match	Probability of Award
	Helene/Milton Supplemental	USEPA through FDEP	Awards NOV25	TBD Nov. 2025	High
Treatment Optimization & Efficiency	CWSRF Loan	FDEP	Spring 2026	No	High
	Wastewater Grant	FDEP	Summer 2026+	50%	Moderate
	Community Planning Grant (CPTA)	FloridaCommerce	Spring 2026	No	High
	SWFWMD CFI	SWFWMD	Apply by 10/26 for 2028	50%	High
	Helene/Milton Supplemental	USEPA through FDEP	Awards NOV25	TBD Nov. 2025	High
Solids Handling & Reuse	CWSRF Loan	FDEP	Spring 2026	No	High
	FL Job Growth Grant	FDOC	Rolling	No	Moderate
	SWFWMD CFI	SWFWMD	Apply by 10/26 for 2028	50%	High
	Helene/Milton Supplemental	USEPA through FDEP	Awards NOV25	TBD Nov. 2025	High

Additional details of the potential award size by program is presented in **Appendix B.**

3.3 Relevant Federal Funding Programs

Federal funding programs were evaluated for relevance to the projects identified in the City's CIP for FY2026-FY2030, with particular attention to regulatory compliance deadlines, project impact, leverage potential, and associated project benefits, such as economic development. The evaluation also considered the requisite level of City effort relative to likely size of award, program timing and associated federal requirements, and project competitiveness in a national pool. The Federal programs identified as potentially relevant to the City CIP are:

- USEPA Water Infrastructure Finance and Innovation Act (WIFIA)
- US Department of Commerce Economic Development Administration Public Works/Economic Adjustment Program (PWEAA)
- US Army Corps of Engineers Section 219/Environmental Infrastructure Program (219/WRDA)
- Congressionally Directed Spending/Community Project Funding (CDS/CPF)

Both the Section 219/EI and CDS/CPF funding options require reaching out to the City's Congressional Representative early; in the case of Army Corps funding, Congress is expected to act soon on WRDA 2026. If the City intends to pursue that funding at any point in the next two years, it must have Representative Buchanan submit the project for authorization in WRDA 2026 or a separate appropriations bill.

Generally, it is important to recognize that the current Federal funding landscape is significantly more challenging than in recent years, with lapsing offerings and increasing policy requirements. It is also important that the City consider its top priority projects and focus on accomplishing possibly fewer, but highly competitive, applications to maximize likelihood of award. Further, the City should consider applying to annual/State programs in tandem with working on selected Federal programs that require a phased, multi-year effort to yield funding (e.g., Congressionally Directed Spending, WRDA). Federal programs with a longer funding timeline (e.g., Section 219 EI/WRDA) can be pursued for projects with more distant planning horizons while freeing staff time to solicit one-step programs for more immediate capital needs. Last, the City should seriously consider using the WIFIA loan program to leverage other program funding for large or grouped projects that would benefit from highly flexible loan payment terms.

The Federal programs with potential relevance to the City's wastewater CIP are summarized in Table 3-3.

TABLE 3-3: RELEVANT FEDERAL FUNDING PROGRAM SUMMARY

WW Project/Group	Program	Agency	Grant Cycle Timing	City Match	Probability of Award
Master Lift Station & Headworks Expansion	WIFIA Loan	USEPA	Rolling	51% (SRF, CDBG, State)	High
	PWEAA	US DOC EDA	Rolling	20-50%	Moderate – job creation
3rd Oxidation Ditch/ Filter Expansion, Cl Basin	WIFIA Loan (w/Master LS)			51% (SRF, CDBG, State)	High
	PWEAA	US DOC EDA	Rolling	20-50%	Moderate – job creation
Permanent EQ Tank	WIFIA (w/ other projects)	USEPA	Rolling	51% (SRF, CDBG, State)	High
Injection Well Surface Facilities	Congressionally Directed Spending (CDS/CPF)	US Congress (House)	January-March	20% minimum	Moderate-High
	Section 219 (EI)/WRDA (multi-year process)	US ACE	2025 request for WRDA 2026 authority; application opens mid-April	25-35%	Moderate – lengthy process – needs action Fall 2025
Reject Tank	CDS/CPF (EPA STAG)	US Congress (House)	January-March	20% minimum	Moderate-High
Reuse Optimization (Plan/Design/Construct)	CDS/CPF (EPA STAG)	US Congress (House)	January-March	20% minimum	Moderate-High
Lift Station Resiliency Upgrades	Section 219 (EI)/WRDA (multi-year process)	US ACE	2025 request for WRDA 2026 authority; application	25-35%	Moderate – lengthy process – needs action Fall 2025

WW Project/Group	Program	Agency	Grant Cycle Timing	City Match	Probability of Award
			opens mid-April		
	WIFIA Loan (w/ relocations)	USEPA	Rolling	51% (SRF, CDBG, State)	High
	PWEAA	US DOC EDA	Rolling	20-50%	Moderate – job creation
Lift Station Relocation (8, 14, 16, 21)	WIFIA Loan	USEPA	Rolling	51% (SRF, CDBG, State)	High
	PWEAA	US DOC EDA	Rolling	20-50%	Moderate – job creation
Sludge Dewatering Upgrades/Eval. Permanent WAS Imp.	CDS/CPF (EPA STAG)	US Congress (House)	January-March	20% minimum	Moderate-High
Clarifier Optimization	CDS/CPF (EPA STAG)	US Congress (House)	January-March	20%	Moderate-High
Cross-country Sewer Line Elimination & Lift Station Performance Study	WIFIA Loan (w/ other Lift Station projects)	USEPA	Rolling	51% (SRF, CDBG, State)	High

3.4 Community Redevelopment Area Funding (CRA)

A CRA is a specifically focused financing tool for redevelopment within an identified area of slum and blight or where there is a shortage of affordable housing.[1] It is a dependent special district in which any future increases in property values are set aside to support economic development projects within that district, a form of tax increment financing. The State does not oversee CRAs but statute requires that CRA Plans be consistent with local comprehensive plans. Conditions that can support creation of a CRA include insufficient transportation, roadways/parking, substandard buildings/structures, a shortage of affordable housing, inadequate infrastructure; if any of these, or others defined in statute,[2] is documented by a redevelopment area survey and subsequent Finding of Necessity by the local governing body, a Community Redevelopment Area (CRA) may be created.[3] The dollar value of all real property in a CRA is determined as of a fixed date, also known as the "frozen value." Taxing authorities, which contribute to the tax increment, continue to receive property tax revenues based on the frozen value. These frozen value revenues are available for general government purposes; however, tax revenues from increases in real property value, referred to as "increment," are deposited into the Community Redevelopment Agency Trust Fund and dedicated to the redevelopment area.

The City of Bradenton has three CRA's: Downtown, Central, and Tamiami Trail, each with its own Sustainable Redevelopment Plan adopted December 6, 2023. Each area must maintain separate trust funds *and expend those funds only in that district*. While infrastructure improvements are eligible CRA activities, State statute prohibits use of increment funds for any publicly owned capital projects if they were scheduled to occur within 3 years of approval of the CRA Plan by the City pursuant to a previously approved City capital improvement or project schedule or plan unless and until such projects have been removed from such schedule/plan and 3 years have elapsed since such removal or the project improvements were identified in the schedule or plan to be funded with CRA increment funds. Since the City CRA Plans are dated December 6, 2023, the 3-year window should close December 6, 2026. Projects on the CIP if adopted prior to that date may not be eligible for CRA funding/financing. On cursory review of the three Sustainable Redevelopment Plans, none of the 5-year Wastewater CIP projects appears to be listed; however, the City should confirm this point.

Since the CRA program is administered by the City within the State statutory framework, it may determine that infrastructure improvements that benefit a specific CRA can utilize the tax increment funds; this presumes that the statutory prohibition above would not be triggered and that all other CRA requirements are met. Fund balances in the Downtown, Central, and Tamiami Trail CRA's as of September 30, 2024 were $7,295,356; $3,843,239; and $2,657,310, respectively.

For additional detail on CRA's and the potential opportunity to leverage these funds, reference **Appendix C**.

[1] Florida Statutes 2025, Title XI, Chapter 163, Section 360.
[2] Florida Statutes 2025, Title XI, Chapter 163, Section 340.
[3] The Florida Redevelopment Association, CRA Basics.

4. APPLICATION POSITIONING AND REQUIREMENTS

Certain funding/financing programs open annually with relatively consistent application processes from year to year (e.g., SRF) and standard scope, schedule, budget information requirements. Other programs may open annually or periodically but require considerable advance planning and positioning to submit a competitive application. Still others, such as the Supplemental Disaster appropriations, open only under special circumstances and often have a short application window. This section provides general guidance by State and Federal program to assist the City with advance planning and application readiness.

The following general approach typically yields the most competitive applications and greatest potential for award:



4.1 Advance Planning

To be well-positioned for funding programs generally, the City should review and update critical community plans beyond the CIP. These include amending, if necessary, the Master/Comprehensive Plan to support the wastewater initiatives that the City needs to accomplish. Resiliency projects are most competitive for both State and Federal funding if the County Local Mitigation Strategy (LMS) and a local Vulnerability Assessment (VA) specifically identify them as high priority actions. If the City intends to pursue economic development funding for public infrastructure, it is critical that the Tampa Bay Regional Planning Council Comprehensive Economic Development Strategy (CEDS) recognize the project(s) as local and regional priorities and the City secures Council support; eligibility and competitiveness are further improved by having in place a current economic analyses and commercial investor willing to commit to creating a set number of jobs. If the City wishes to use CRA funds to underwrite infrastructure improvements, the Sustainable Redevelopment Plans for one or all three of the districts should include improvements as CRA goals and objectives. On the administrative side, as early as possible, the City should begin community outreach to engage, and be able to document, public support for each project or group of projects. The City should also be sure to have current registrations with all relevant grant application portals as some can take weeks to complete.

4.2 State Program Positioning and Application

State funding programs were reviewed for applicability to the City's FY 2026–2030 CIP projects, with emphasis on statutory eligibility thresholds, regulatory drivers, priority ranking criteria, and project benefits aligned with state policy objectives such as water quality restoration, resilience, and growth management. The assessment also examined the level of City effort required relative to expected award sizes, match requirements, and administrative obligations associated with state programs. Project

competitiveness within statewide funding pools was evaluated to identify the state programs offering the strongest alignment with the City's capital needs and the greatest opportunity for successful funding.

4.2.1 FDEP Clean Water State Revolving Fund (SRF)

The Clean Water SRF program is a cornerstone funding source for municipal water infrastructure improvements. It provides low-interest loans for planning, design, and construction of wastewater treatment facilities, stormwater systems, and nonpoint source pollution control projects. For Bradenton, this program is ideal for large-scale capital improvements because it offers extended repayment terms of up to 30 years for disadvantaged communities and no local match requirement, reducing financial strain on the city's budget. Applications are accepted quarterly, allowing flexibility in project scheduling. SRF loans can also cover engineering and environmental studies, making it a comprehensive solution for projects that improve water quality and regulatory compliance. Bradenton should prioritize projects that align with state water quality goals to strengthen its application.

4.2.2 FDEP Wastewater Grant Program

This competitive grant program funds wastewater treatment upgrades, septic-to-sewer conversions, and nutrient reduction projects, which are critical for improving water quality in sensitive areas. Bradenton's proximity to estuarine systems makes this program highly relevant, especially for projects within Basin Management Action Plans (BMAPs) or restoration areas. The program generally requires a 50% local match, which should be factored into Bradenton's capital planning. Applications typically open in July and close in August, with awards announced later in the fiscal year. Recent cycles have awarded hundreds of millions statewide, so Bradenton should prepare detailed cost estimates and demonstrate measurable nutrient reduction benefits to remain competitive.

4.2.3 FDEP Resilient Florida Grant Program

The Resilient Florida Grant Program addresses flooding and sea-level rise risks through planning and infrastructure improvements. Eligible activities include vulnerability assessments, adaptation planning, and construction of resilience-focused projects. For Bradenton, which faces tidal flooding and storm surge risks, this program can fund both planning and implementation phases. Planning grants are often fully funded, while implementation grants typically require a 50% cost share, with exceptions for disadvantaged communities. Applications are accepted annually between July and September, and awards are announced in the following fiscal year. Bradenton should prioritize projects that integrate resilience into stormwater systems and coastal infrastructure to maximize scoring.

4.2.4 Legislative Appropriations (Local Funding Initiative Requests)

Legislative appropriations provide direct state budget allocations for local projects through sponsorship by state legislators. These funds are highly flexible and can support infrastructure, resilience, and economic development initiatives. The process is tied to the state legislative session (January–March), with funding decisions finalized when the budget is adopted in late spring. Bradenton must submit requests before or during session and engage in active advocacy to secure support. While match requirements vary, they are generally expected. Success depends on demonstrating strong community impact and alignment with statewide priorities such as water quality, resilience, and economic growth.

4.2.5 Florida Commerce – Florida Job Growth Grant Fund

This program supports public infrastructure and workforce training projects that promote job creation and economic development. Eligible applicants include municipalities, making Bradenton a strong candidate for projects that enhance industrial parks, transportation corridors, or workforce readiness programs. Applications are accepted on a rolling basis, and awards vary based on project scope and alignment with targeted industries such as manufacturing, aerospace, and technology. Bradenton should focus on projects that create long-term economic benefits and complement regional development strategies.

4.2.6 SWFWMD Cooperative Funding Initiative

The Southwest Florida Water Management District's Cooperative Funding Initiative offers 50% cost-share funding for projects that improve water supply, flood protection, water quality, and natural systems. Bradenton can use this program for stormwater improvements, watershed restoration, and conservation initiatives. Applications are due early October each year, and funded projects typically begin in the following fiscal year. Bradenton should coordinate with SWFWMD early to ensure project eligibility and maximize cost-sharing opportunities.

4.2.7 FDEM Hazard Mitigation Grant Program (HMGP)

The HMGP provides federal disaster recovery funds administered by the Florida Division of Emergency Management to implement long-term hazard mitigation measures. Eligible projects include flood control, stormwater upgrades, and elevation of vulnerable structures, which are critical for Bradenton given its hurricane exposure. A 25% non-federal match is required, and projects must align with the Local Mitigation Strategy. The program opens after a federal disaster declaration and remains available for several months, so Bradenton should maintain a pipeline of pre-identified projects to act quickly when funding becomes available.

4.3 Federal Program Positioning and Application

Federal funding programs were evaluated for relevance to the projects identified in the City's CIP for FY2026-FY2030, with particular attention to regulatory compliance deadlines, project impact, leverage potential, and associated project benefits, such as economic development. The evaluation also considered the requisite level of City effort relative to likely size of award, program timing and associated federal requirements, and project competitiveness in a national pool. Four Federal programs were identified as potentially relevant to the City Wastewater CIP:

4.3.1 US EPA WIFIA Loan Program

The WIFIA program is an EPA-operated bank that provides supplemental, flexible, low-cost credit assistance to public and private borrowers for all types of wastewater, drinking water, and stormwater projects. The program offers long-term loans (effectively 35-year) that can be combined with SRF assistance, municipal bonds, and federal and state grants to help communities deliver larger critical water infrastructure projects, or groups of like projects, with less impact on rate payers. Development phase activities, including planning, preliminary engineering, design, environmental review, revenue forecasting, and other pre-construction activities are eligible. The minimum project size (cost) for communities with populations over 25,000 (e.g., Bradenton) is $20M; WIFIA can finance 49% of the total eligible project costs. Importantly, WIFIA can finance multiple eligible projects through a single loan if they serve a common purpose, are secured by a common security pledge, and are submitted in a single letter of interest and application. This allows borrowers to

meet the minimum project cost requirement and provides financing certainty for grouped projects expected to be constructed over a 5-year period. The program could be used to accomplish the City's master lift station alone, or in combination with the permanent equalization tank, headworks expansion, and lift station improvements, if bundled under a single obligation and leveraged with SRF funds. Prospective applicants are invited to apply following submission of an adequate Letter of Interest and have up to one year thereafter to submit an application.



4.3.2 US Economic Development Administration Public Works/Economic Adjustment Program (PWEAA)

The EDA PWEAA program provides funding to local governments to plan/construct public infrastructure projects that implement long-term economic development and job growth. Projects may include water and sewer improvements aligned with a current regional Comprehensive Economic Development Strategy (CEDS). The recently reissued 2025 funding announcement anticipates awards ranging between $600K to $5M with the federal cost share ranging from 50-80%. EDA grants are conditioned on a demonstrable commitment by a commercial investor to create a specified number of jobs.



4.3.3 US Army Corps of Engineers Section 219/Environmental Infrastructure Program (219/WRDA)

Since 1992, Congress has enacted more than 600 authorizations allowing USACE to provide designated non-federal entities with design and construction assistance for drinking water, wastewater, and other nonfederal infrastructure projects; the program is known as environmental infrastructure (EI) Section 219 assistance and generally requires a 25% nonfederal (local) cost share. Congress typically provides the federal portion in annual Energy and Water Development Appropriations acts. Increasingly, however, EI assistance (91% in FY24) is secured through Congressional earmarks, but projects must first have been authorized by Congress in a WRDA or other bill. Depending on the specifics of an authorization, USACE can perform design and/or construction work with appropriated funds and, generally for programmatic authorities, may use appropriated funds to reimburse nonfederal sponsors for work they perform. Most USACE EI authorities specify a geographic location (e.g., a city, county, or state) and a type of project as the principal eligibility requirements. Consequently, USACE evaluates an activity's eligibility by identifying whether there is an authorization for the geographic area of the activity and whether the type of activity is eligible under that authorization. Currently, neither Manatee County nor the City is listed in the current ACOE authorizations.

As a result, both the Section 219/EI and CDS/CPF funding options require reaching out to the City's Congressional Representative (Vern Buchanan) and/or Senate delegation **as soon as possible (December 2025/January 2026)** to request Congressional authorization in WRDA 2026.[1]

Both House Transportation & Infrastructure and the Senate Environment and Public Works committees will begin working on provisions for WRDA 2026 soon. If a new authority is not added for WRDA 2026, the City may need to wait for WRDA 2028 to request it. Once project authority is in place, the City can apply for funds by earmark/Community Project Funding request or by submitting a proposal to the Corps in May 2026 when a solicitation is announced; the Corps will evaluate the proposals and select those to be submitted to Congress in February 2026 as part of its annual report on water resource development projects. A project must receive both authorization and appropriation to be funded.



[1] WRDA 2022 Section 8735 authorized 132 new Section 219's; WRDA 2024 Section 1304(a) authorized 193 new 219's.

4.3.4 Congressionally Directed Spending/Community Project Funding (CDS/CPF)

In 2021, Congress reinstated federal earmarks. Currently, neither Florida Senator participates in the Congressionally Directed Spending (CDS) program; however, the City's Representative in the House, Vern Buchanan, accepts Community Project Funding requests annually. In the FY2026 round, the City submitted two projects: a $3M request to construct new stormwater facilities and modify existing facilities as the first step in building a community event center, and an additional $3M request to construct alternative routes to facilitate reduced travel times and pedestrian safety. Both requests were resubmissions from the FY25 round and were again put forward by Representative Buchanan; only the transportation request moved forward to the appropriations bill currently awaiting floor action in the House. The projects identified in the Wastewater CIP are eligible for earmark consideration under the EPA STAG program and should be listed on the State IUP. Because the application window for CDS/CPF is very short (often no more than one week), early preparation is critical.



4.4 Community Redevelopment Area Funding (CRA)

A CRA is a specifically focused financing tool for redevelopment within an identified area of slum and blight or where there is a shortage of affordable housing.[1] It is a dependent special district in which any increases in property values after a "frozen value" date are set aside to support economic development projects within that district. The City of Bradenton has three Community Redevelopment Areas - Downtown, Central, and Tamiami Trail – each with a Sustainable Redevelopment Plan adopted December 6, 2023. Each area maintains a separate trust fund for expenditure *only in that district*. While infrastructure improvements are eligible CRA activities, State statute prohibits use of increment funds for any publicly owned capital projects if they were scheduled to occur within 3 years of approval of the CRA Plan by the City pursuant to a previously approved City capital improvement or project schedule or plan **unless and until** such projects have been removed from such schedule/plan **and** 3 years have elapsed since such removal **or** project improvements were identified in the schedule or plan to be funded with CRA increment funds. Since the City CRA Plans are dated December 6, 2023, the 3-year window should close December 6, 2026. Projects on the CIP, if adopted prior to that date, may not be eligible for CRA funding/financing; however, if projects are identified within one or all of the CRA plans, they may be allowable.[2] Since the CRA program is administered by the City[3] within the State statutory framework, it may determine that infrastructure improvements that benefit a specific CRA can utilize the tax increment funds; this presumes that the statutory prohibition above would not be triggered and that all other CRA requirements are met. Fund

[1] Florida Statutes 2025, Title XI, Chapter 163, Section 360.
[2] An opinion should be sought from the City's legal counsel.
[3] Each CRA is administered by the CRA Agency/Board. In Bradenton, the CRA Agency consists of the Bradenton City Council in place in 2023. All but one of the members is still on the City Council.

balances in the Downtown, Central, and Tamiami Trail CRA's as of September 30, 2024 were $7,295,356; $3,843,239; and $2,657,310, respectively.



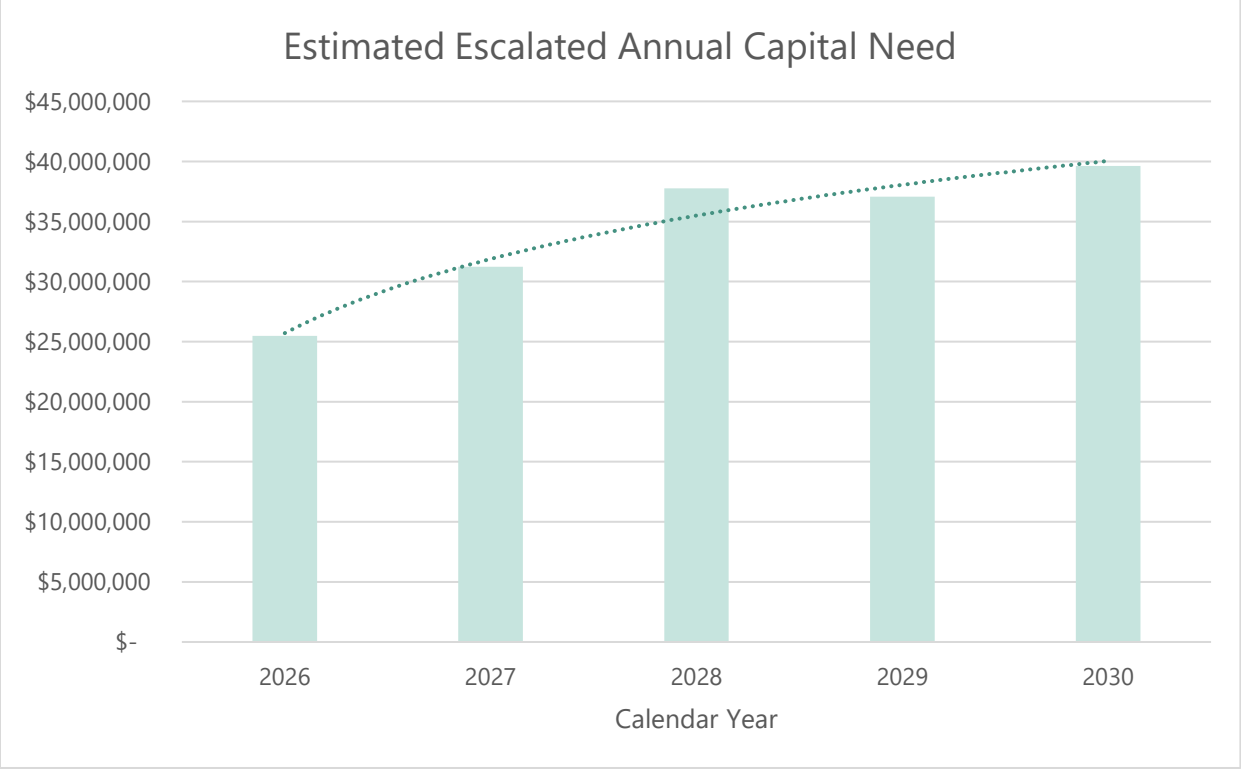
5. FUNDING SCENARIOS AND RECOMMENDATIONS

Using project schedules and escalated project costs over the 5-year implementation period, an analysis was prepared for each of the Wastewater CIP projects to evaluate the impact on rates under various likely funding and financing scenarios. The likely grant and loan options are based on the funding agency/program evaluation presented in Section 3.0 and summarized in Tables 3-2 and 3-3. Four to five scenarios were evaluated for each project, beginning with the worst case, financing full project cost by general revenue bond. The analysis provides a comparative snapshot of ratepayer impact and forms the basis for the FIP recommendations.

5.1 Estimated Annual Capital Expenditures

The estimated annual cash expenditures required to fund pre-construction and construction for all projects identified for the 5-year CIP are presented in Figure 5-1. For a detailed breakdown of the capital expenditure by project and year, please refer to **Appendix B**. Project costs have been escalated by a factor of 3% annually after 2025 and reflect the cash flow required to accomplish the projects on schedule without external funding assistance.

FIGURE 5-1: ESTIMATED ESCALATED CAPITAL NEED (FROM ALL SOURCES)



5.2 Funding Scenario Analyses

The funding/financing scenario analysis for each of the 12 wastewater capital projects to be implemented in the five years from 2026-2030 are presented below, with source data in **Appendix B**. Please note that estimated grant/principal forgiveness totals presented in **Appendix B** may exceed total escalated project costs. This is due to inclusion of backup funding sources in the event that some funding sources are not successful. We recommend that the City pursue all viable funding programs within the framework of the recommendations outlined in Section 6. The scenario analyses indicate the potential to offset up to 80% of the capital projects costs by using alternative funding sources. While the 80% case is optimal, it may not be achievable in reality; however, it appears certain that the potential range of funding opportunities to reduce the cost burden to the ratepayer is significant. Note that the scenario analyses, the total operations, maintenance, renewal, and replacement (OMR) costs are not known and therefore excluded from the calculations. The Scenario Analyses tables can be easily updated should the City wish to see alternatives beyond what is presented.

5.2.1 Master Lift Station and Headworks Expansion

Project Title:			Master Lift Station and Headworks Expansion			
City of Bradenton, FL			FUNDING & FINANCE SCENARIOS			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 44,229,599	$ 44,229,599	$ 44,229,599	$ 44,229,599
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant						
SAHM Principal Forgiveness				$ 19,166,503	$ 19,166,503	$ 19,166,503
SWFWMD						
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)					$ 7,500,000	$ 2,500,000
EPA STAG						
PWEAA						$ 6,000,000
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ 19,166,503*	*$ 26,666,503*	*$ 27,666,503*
FINANCING						
Bond (Aa-)	20	5.00%	$ 44,229,599			
WIFIA	30	4.55%		$ 25,063,096	$ 17,563,096	$ 16,563,096
SRF Loan	20	1.12%				
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 44,229,599*	*$ 25,063,096*	*$ 17,563,096*	*$ 16,563,096*
ANNUAL DEBT						
Bond Payment			$ 3,549,097	$ -	$ -	$ -
WIFIA Payment			$ -	$ 1,547,726	$ 1,084,577	$ 1,022,824
SRF Payment			$ -	$ -	$ -	$ -
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 3,549,097*	*$ 1,547,726*	*$ 1,084,577*	*$ 1,022,824*
TOTAL DEBT						
Bond			$ 70,981,949	$ -	$ -	$ -
WIFIA			$ -	$ 46,431,771	$ 32,537,307	$ 30,684,712
SRF			$ -	$ -	$ -	$ -
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 70,981,949*	*$ 46,431,771*	*$ 32,537,307*	*$ 30,684,712*
Av. Mo. Cost Per Customer			$ 16.08	$ 7.01	$ 4.91	$ 4.63

5.2.2 Evaluate Permanent Dewatering Equipment Improvements

This project was not identified as needing new funding sources. We understand that this evaluation will be performed by Professional Engineers.

5.2.3 Sludge Dewatering Operations Upgrade and Evaluate Permanent WAS Improvements

Project Title:			Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS Improvements			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 6,319,050	$ 6,319,050	$ 6,319,050	$ 6,319,050
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant				$ 1,462,500	$ 1,462,500	$ 3,857,000
SAHM Principal Forgiveness						
SWFWMD						
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)						
EPA STAG					$ 800,000	$ 800,000
PWEAA						
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ 1,462,500*	*$ 2,262,500*	*$ 4,657,000*
FINANCING						
Bond (Aa-)	20	5.00%	$ 6,319,050	$ 3,394,050	$ 2,594,050	$ 200,000
WIFIA	30	4.55%				
SRF Loan	20	1.12%		$ 1,462,500	$ 1,462,500	$ 1,462,500
SRF Loan SAHM	20	0.00%	$ -			
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 6,319,050*	*$ 4,856,550*	*$ 4,056,550*	*$ 1,662,500*
ANNUAL DEBT						
Bond Payment			$ 507,057	$ 272,347	$ 208,153	$ 16,049
WIFIA Payment			$ -	$ -	$ -	$ -
SRF Payment			$ -	$ 82,028	$ 82,028	$ 82,028
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 507,057*	*$ 354,375*	*$ 290,181*	*$ 98,076*
TOTAL DEBT						
Bond			$ 10,141,138	$ 5,446,947	$ 4,163,066	$ 320,970
WIFIA			$ -	$ -	$ -	$ -
SRF			$ -	$ 1,640,551	$ 1,640,551	$ 1,640,551
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 10,141,138*	*$ 7,087,498*	*$ 5,803,617*	*$ 1,961,521*
Av. Mo. Cost Per Customer			$ 2.30	$ 1.61	$ 1.31	$ 0.44

5.2.4 Optimize Clarifier Performance for Wet Weather Operation

Project Title:			Optimize Clarifier Performance for Wet Weather Operation			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 114,239	$ 114,239	$ 114,239	$ 114,239
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant					$ 57,120	$ 11,424
SAHM Principal Forgiveness						
SWFWMD						
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)						
EPA STAG						$ 91,391
PWEAA						
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ -*	*$ 57,120*	*$ 102,815*
FINANCING						
Bond (Aa-)	20	5.00%	$ 114,239			
WIFIA	30	4.55%				
SRF Loan	10	1.12%		$ 114,239	$ 57,120	$ 11,424
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 114,239*	*$ 114,239*	*$ 57,120*	*$ 11,424*
ANNUAL DEBT						
Bond Payment			$ 9,167	$ -	$ -	$ -
WIFIA Payment			$ -	$ -	$ -	$ -
SRF Payment			$ -	$ 12,139	$ 6,070	$ 1,214
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 9,167*	*$ 12,139*	*$ 6,070*	*$ 1,214*
TOTAL DEBT						
Bond			$ 183,337	$ -	$ -	$ -
WIFIA			$ -	$ -	$ -	$ -
SRF			$ -	$ 121,394	$ 60,697	$ 12,139
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 183,337*	*$ 121,394*	*$ 60,697*	*$ 12,139*
Av. Mo. Cost Per Customer			$ 0.04	$ 0.05	$ 0.03	$ 0.01

- This Project only includes Pre-Construction activities

5.2.5 Permanent EQ Tank

Project Title:	Permanent EQ Tank				
City of Bradenton, FL	**FUNDING & FINANCE SCENARIOS**				
	1	2	3	4	
CUSTOMERS (EDU) 20 yr-avg	18,398	18,398	18,398	18,398	
TOTAL ESCALATED PROJECT COST	$ 6,272,700	$ 6,272,700	$ 6,272,700	$ 6,272,700	
TOTAL ANNUAL OMR					
FUNDING (grants)					
FDEP Grant			$ 1,568,175		
SAHM Principal Forgiveness					
SWFWMD					
Resilient Florida			$ 3,136,350	$ 3,136,350	
Impact fee					
LPA Grant (State, Federal)		$ 2,000,000		$ 2,000,000	
EPA STAG					
PWEAA					
HMGP					
WRDA					
Sum of Funding =	*$ -*	*$ 2,000,000*	*$ 4,704,525*	*$ 5,136,350*	
FINANCING					
Bond (Aa-) 20 5.00%	$ 6,272,700				
WIFIA 30 4.55%					
SRF Loan 20 1.12%		$ 4,272,700	$ 1,568,175	$ 1,136,350	
SRF Loan SAHM 20 0.00%					
USDA Loan (N/A) 40 3.50%					
Sum of Financing =	*$ 6,272,700*	*$ 4,272,700*	*$ 1,568,175*	*$ 1,136,350*	
ANNUAL DEBT					
Bond Payment	$ 503,338	$ -	$ -	$ -	
WIFIA Payment	$ -	$ -	$ -	$ -	
SRF Payment	$ -	$ 239,644	$ 87,955	$ 63,735	
SRF SAHM Payment	$ -	$ -	$ -	$ -	
USDA Payment (N/A)	$ -	$ -	$ -	$ -	
Sum of Annual Debt =	*$ 503,338*	*$ 239,644*	*$ 87,955*	*$ 63,735*	
TOTAL DEBT					
Bond	$ 10,066,754	$ -	$ -	$ -	
WIFIA	$ -	$ -	$ -	$ -	
SRF	$ -	$ 4,792,877	$ 1,759,091	$ 1,274,694	
SRF SAHM	$ -	$ -	$ -	$ -	
USDA	$ -	$ -	$ -	$ -	
Sum of Total Debt =	*$ 10,066,754*	*$ 4,792,877*	*$ 1,759,091*	*$ 1,274,694*	
Av. Mo. Cost Per Customer	$ 2.28	$ 1.09	$ 0.40	$ 0.29	

5.2.6 Injection Well Surface Facilities

Project Title:			Injection Well Surface Facilities			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 3,136,350	$ 3,136,350	$ 3,136,350	$ 3,136,350
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant						$ 285,000
SAHM Principal Forgiveness						
SWFWMD						
Resilient Florida				$ 785,000	$ 785,000	$ 785,000
Impact fee						
LPA Grant (State, Federal)						
EPA STAG					$ 1,000,000	$ 1,000,000
PWEAA						
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ 785,000*	*$ 1,785,000*	*$ 2,070,000*
FINANCING						
Bond (Aa-)	20	5.00%	$ 3,136,350			
WIFIA	30	4.55%				
SRF Loan	20	1.12%		$ 2,351,350	$ 1,351,350	$ 1,066,350
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 3,136,350*	*$ 2,351,350*	*$ 1,351,350*	*$ 1,066,350*
ANNUAL DEBT						
Bond Payment			$ 251,669	$ -	$ -	$ -
WIFIA Payment			$ -	$ -	$ -	$ -
SRF Payment			$ -	$ 131,881	$ 75,793	$ 59,809
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 251,669*	*$ 131,881*	*$ 75,793*	*$ 59,809*
TOTAL DEBT						
Bond			$ 5,033,377	$ -	$ -	$ -
WIFIA			$ -	$ -	$ -	$ -
SRF			$ -	$ 2,637,613	$ 1,515,869	$ 1,196,172
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 5,033,377*	*$ 2,637,613*	*$ 1,515,869*	*$ 1,196,172*
Av. Mo. Cost Per Customer			$ 1.14	$ 0.60	$ 0.34	$ 0.27

5.2.7 Reject Tank

Project Title:			Reject Tank			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 6,272,700	$ 6,272,700	$ 6,272,700	$ 6,272,700
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant					$ 2,136,350	$ 2,136,350
SAHM Principal Forgiveness						
SWFWMD						
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)						
EPA STAG						$ 2,000,000
PWEAA						
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ -*	*$ 2,136,350*	*$ 4,136,350*
FINANCING						
Bond (Aa-)	20	5.00%	$ 6,272,700			
WIFIA	30	4.55%				
SRF Loan	20	1.12%		$ 6,272,700	$ 4,136,350	$ 2,136,350
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 6,272,700*	*$ 6,272,700*	*$ 4,136,350*	*$ 2,136,350*
ANNUAL DEBT						
Bond Payment			$ 503,338	$ -	$ -	$ -
WIFIA Payment			$ -	$ -	$ -	$ -
SRF Payment			$ -	$ 351,818	$ 231,996	$ 119,822
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 503,338*	*$ 351,818*	*$ 231,996*	*$ 119,822*
TOTAL DEBT						
Bond			$ 10,066,754	$ -	$ -	$ -
WIFIA			$ -	$ -	$ -	$ -
SRF			$ -	$ 7,036,365	$ 4,639,927	$ 2,396,438
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 10,066,754*	*$ 7,036,365*	*$ 4,639,927*	*$ 2,396,438*
Av. Mo. Cost Per Customer			$ 2.28	$ 1.59	$ 1.05	$ 0.54

5.2.8 Third Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, and Rehab Denit Filter Media

Project Title:			Third Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, and Rehab Denit Filter Media			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 15,033,341	$ 15,033,341	$ 15,033,341	$ 15,033,341
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant						$ 2,265,000
SAHM Principal Forgiveness						
SWFWMD						$ 500,000
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)					$ 1,500,000	$ 1,500,000
EPA STAG						$ 1,000,000
PWEAA						$ 4,000,000
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ -*	*$ 1,500,000*	*$ 9,265,000*
FINANCING						
Bond (Aa-)	20	5.00%	$ 15,033,341			
WIFIA	30	4.55%		$ 7,366,337	$ 6,631,337	$ 5,400,000
SRF Loan	20	1.12%		$ 7,667,004	$ 6,902,004	$ 368,341
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 15,033,341*	*$ 15,033,341*	*$ 13,533,341*	*$ 5,768,341*
ANNUAL DEBT						
Bond Payment			$ 1,206,314	$ -	$ -	$ -
WIFIA Payment			$ -	$ 454,895	$ 409,506	$ 333,467
SRF Payment			$ -	$ 430,021	$ 387,114	$ 20,659
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 1,206,314*	*$ 884,916*	*$ 796,620*	*$ 354,126*
TOTAL DEBT						
Bond			$ 24,126,284	$ -	$ -	$ -
WIFIA			$ -	$ 13,646,841	$ 12,285,183	$ 10,004,014
SRF			$ -	$ 8,600,418	$ 7,742,283	$ 413,184
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 24,126,284*	*$ 22,247,258*	*$ 20,027,467*	*$ 10,417,198*
Av. Mo. Cost Per Customer			$ 5.46	$ 4.01	$ 3.61	$ 1.60

5.2.9 Reuse Optimization Plan/Design/Construction

Project Title:			Reuse Optimization Plan/Design/Construction			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 1,449,093	$ 1,449,093	$ 1,449,093	$ 1,449,093
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant						$ 137,500
SAHM Principal Forgiveness						
SWFWMD						$ 224,093
Resilient Florida						
Impact fee						
LPA Grant (State, Federal)						
EPA STAG					$ 1,000,000	$ 1,000,000
PWEAA						
HMGP						
WRDA						
Sum of Funding =			*$ -*	*$ -*	*$ 1,000,000*	*$ 1,361,593*
FINANCING						
Bond (Aa-)	20	5.00%	$ 1,449,093			
WIFIA	30	4.55%				
SRF Loan	10	1.12%		$ 1,449,093	$ 449,093	$ 137,500
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 1,449,093*	*$ 1,449,093*	*$ 449,093*	*$ 137,500*
ANNUAL DEBT						
Bond Payment			$ 116,279	$ -	$ -	$ -
WIFIA Payment			$ -	$ -	$ -	$ -
SRF Payment			$ -	$ 153,985	$ 47,722	$ 14,611
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 116,279*	*$ 153,985*	*$ 47,722*	*$ 14,611*
TOTAL DEBT						
Bond			$ 2,325,579	$ -	$ -	$ -
WIFIA			$ -	$ -	$ -	$ -
SRF			$ -	$ 1,539,848	$ 477,219	$ 146,111
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 2,325,579*	*$ 1,539,848*	*$ 477,219*	*$ 146,111*
Av. Mo. Cost Per Customer			$ 0.53	$ 0.70	$ 0.22	$ 0.07

5.2.10 Lift Station Upgrades (Resiliency, Redundancy, and Reliability): LS 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, and 63

Project Title:			Lift Station Upgrades (Resiliency, Redundancy, and Reliability: LS 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, and 63			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 22,114,799	$ 22,114,799	$ 22,114,799	$ 22,114,799
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant						$ 8,863,320
SAHM Principal Forgiveness						
SWFWMD						
Resilient Florida					$ 2,500,000	$ 6,500,000
Impact fee						
LPA Grant (State, Federal)						$ 2,000,000
EPA STAG						
PWEAA						
HMGP					$ 1,000,000	$ 1,000,000
WRDA						
Sum of Funding =			*$ -*	*$ -*	*$ 3,500,000*	*$ 18,363,320*
FINANCING						
Bond (Aa-)	20	5.00%	$ 22,114,779			
WIFIA	30	4.55%		$ 10,836,252	$ 9,121,252	$ 751,479
SRF Loan	20	1.12%		$ 11,278,547	$ 9,493,547	$ 3,000,000
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 22,114,779*	*$ 22,114,799*	*$ 18,614,799*	*$ 3,751,479*
ANNUAL DEBT						
Bond Payment			$ 1,774,547	$ -	$ -	$ -
WIFIA Payment			$ -	$ 669,173	$ 563,266	$ 46,406
SRF Payment			$ -	$ 632,582	$ 532,467	$ 168,262
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 1,774,547*	*$ 1,301,755*	*$ 1,095,733*	*$ 214,668*
TOTAL DEBT						
Bond			$ 35,490,942	$ -	$ -	$ -
WIFIA			$ -	$ 20,075,188	$ 16,897,987	$ 1,392,186
SRF			$ -	$ 12,651,646	$ 10,649,332	$ 3,365,233
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 35,490,942*	*$ 32,726,833*	*$ 27,547,319*	*$ 4,757,419*
Av. Mo. Cost Per Customer			$ 8.04	$ 5.90	$ 4.96	$ 0.97

5.2.11 Lift Station Relocation: LS 8, 14, 16, 21

Project Title:	Lift Station Relocation: LS 8, 14, 16, 21				
City of Bradenton, FL		**FUNDING & FINANCE SCENARIOS**			
		1	2	3	4
CUSTOMERS (EDU) 20 yr-avg		18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST		$ 55,286,999	$ 55,286,999	$ 55,286,999	$ 55,286,999
TOTAL ANNUAL OMR					
FUNDING (grants)					
FDEP Grant				$ 5,035,366	$ 5,035,366
SAHM Principal Forgiveness					
SWFWMD					
Resilient Florida				$ 1,860,000	$ 19,274,000
Impact fee					
LPA Grant (State, Federal)					
EPA STAG					
PWEAA					
HMGP					
WRDA					$ 27,442,268
Sum of Funding =		*$ -*	*$ -*	*$ 6,895,366*	*$ 51,751,634*
FINANCING					
Bond (Aa-)	20	5.00%	$ 55,286,999		
WIFIA	30	4.55%		$ 27,090,630	$ 23,711,900	
SRF Loan	20	1.12%		$ 28,196,369	$ 24,679,733	$ 3,535,365
SRF Loan SAHM	20	0.00%				
USDA Loan (N/A)	40	3.50%				
Sum of Financing =			*$ 55,286,999*	*$ 55,286,999*	*$ 48,391,633*	*$ 3,535,365*
ANNUAL DEBT					
Bond Payment			$ 4,436,372	$ -	$ -	$ -
WIFIA Payment			$ -	$ 1,672,932	$ 1,464,285	$ -
SRF Payment			$ -	$ 1,581,456	$ 1,384,217	$ 198,289
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 4,436,372*	*$ 3,254,388*	*$ 2,848,503*	*$ 198,289*
TOTAL DEBT					
Bond			$ 88,727,437	$ -	$ -	$ -
WIFIA			$ -	$ 50,187,970	$ 43,928,552	$ -
SRF			$ -	$ 31,629,116	$ 27,684,349	$ 3,965,775
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 88,727,437*	*$ 81,817,086*	*$ 71,612,901*	*$ 3,965,775*
Av. Mo. Cost Per Customer			$ 20.09	$ 14.74	$ 12.90	$ 0.90

5.2.12 Point Repairs in Advance of Pipe Lining

Project Title:	Point Repairs in Advance of Pipe Lining			
City of Bradenton, FL	**FUNDING & FINANCE SCENARIOS**			
	1	2	3	4
CUSTOMERS (EDU) 20 yr-avg	18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST	$ 10,936,820	$ 10,936,820	$ 10,936,820	$ 10,936,820
TOTAL ANNUAL OMR				
FUNDING (grants)				
FDEP Grant				$ 3,468,410
SAHM Principal Forgiveness				
SWFWMD				
Resilient Florida			$ 1,000,000	$ 1,000,000
Impact fee				
LPA Grant (State, Federal)				
EPA STAG				
PWEAA				
HMGP				
WRDA				
Sum of Funding =	*$ -*	*$ -*	*$ 1,000,000*	*$ 4,468,410*
FINANCING				
Bond (Aa-) 20 5.00%	$ 10,936,820			
WIFIA 30 4.55%		$ 5,359,042	$ 4,869,042	$ 3,000,000
SRF Loan 20 1.12%		$ 5,577,778	$ 5,067,778	$ 3,468,410
SRF Loan SAHM 20 0.00%				
USDA Loan (N/A) 40 3.50%				
Sum of Financing =	*$ 10,936,820*	*$ 10,936,820*	*$ 9,936,820*	*$ 6,468,410*
ANNUAL DEBT				
Bond Payment	$ 877,599	$ -	$ -	$ -
WIFIA Payment	$ -	$ 330,938	$ 300,679	$ 185,260
SRF Payment	$ -	$ 312,842	$ 284,238	$ 194,533
SRF SAHM Payment	$ -	$ -	$ -	$ -
USDA Payment (N/A)	$ -	$ -	$ -	$ -
Sum of Annual Debt =	*$ 877,599*	*$ 643,780*	*$ 584,916*	*$ 379,793*
TOTAL DEBT				
Bond	$ 17,551,975	$ -	$ -	$ -
WIFIA	$ -	$ 9,928,135	$ 9,020,363	$ 5,557,786
SRF	$ -	$ 6,256,841	$ 5,684,751	$ 3,890,669
SRF SAHM	$ -	$ -	$ -	$ -
USDA	$ -	$ -	$ -	$ -
Sum of Total Debt =	*$ 17,551,975*	*$ 16,184,976*	*$ 14,705,115*	*$ 9,448,455*
Av. Mo. Cost Per Customer	$ 3.98	$ 2.92	$ 2.65	$ 1.72

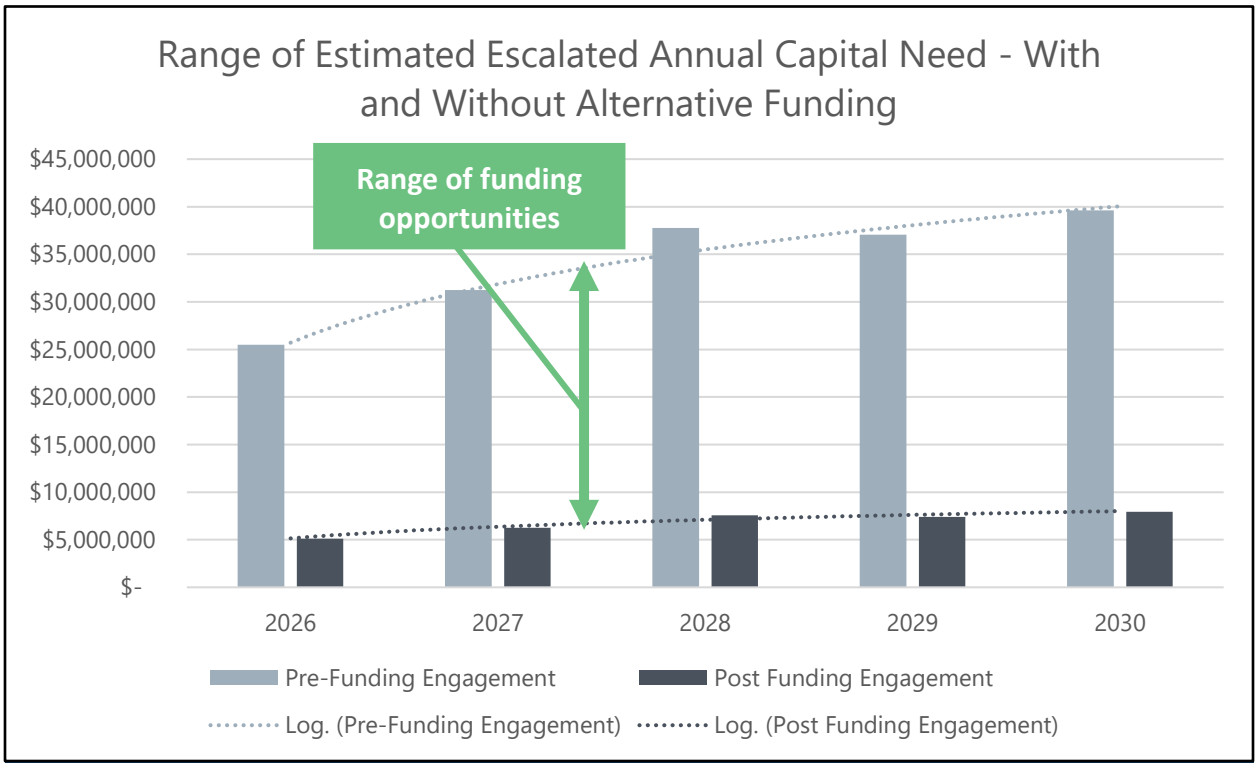
5.2.13 Combined Scenario Analysis

Project Title:			All Projects Combined			
City of Bradenton, FL			**FUNDING & FINANCE SCENARIOS**			
			1	2	3	4
CUSTOMERS (EDU) 20 yr-avg			18,398	18,398	18,398	18,398
TOTAL ESCALATED PROJECT COST			$ 171,165,690	$ 171,165,690	$ 171,165,690	$ 171,165,690
TOTAL ANNUAL OMR						
FUNDING (grants)						
FDEP Grant			$ -	$ 1,462,500	$ 10,259,511	$ 26,059,370
SAHM Principal Forgiveness			$ -	$ 19,166,503	$ 19,166,503	$ 19,166,503
SWFWMD			$ -	$ -	$ -	$ 724,093
Resilient Florida			$ -	$ 785,000	$ 9,281,350	$ 30,695,350
Impact fee			$ -	$ -	$ -	$ -
LPA Grant (State, Federal)			$ -	$ 2,000,000	$ 9,000,000	$ 8,000,000
EPA STAG			$ -	$ -	$ 2,800,000	$ 5,891,391
PWEAA			$ -	$ -	$ -	$ 10,000,000
HMGP			$ -	$ -	$ 1,000,000	$ 1,000,000
WRDA			$ -	$ -	$ -	$ 27,442,268
Sum of Funding =			*$ -*	*$ 23,414,003*	*$ 51,507,364*	*$ 128,978,975*
FINANCING[1]						
Bond (Aa-)	20	5.00%	$ 171,165,670	$ 3,394,050	$ 2,594,050	$ 200,000
WIFIA	30	4.55%	$ -	$ 75,715,356	$ 61,896,627	$ 25,714,575
SRF Loan	20	1.12%	$ -	$ 68,642,281	$ 55,167,650	$ 16,322,590
SRF Loan SAHM	20	0.00%	$ -	$ -	$ -	$ -
USDA Loan (N/A)	40	3.50%	$ -	$ -	$ -	$ -
Sum of Financing =			*$ 171,165,670*	*$ 147,751,687*	*$ 119,658,327*	*$ 42,237,165*
ANNUAL DEBT						
Bond Payment			$ 13,734,776	$ 272,347	$ 208,153	$ 16,049
WIFIA Payment			$ -	$ 4,675,663	$ 3,822,313	$ 1,587,957
SRF Payment			$ -	$ 3,928,395	$ 3,119,599	$ 922,961
SRF SAHM Payment			$ -	$ -	$ -	$ -
USDA Payment (N/A)			$ -	$ -	$ -	$ -
Sum of Annual Debt =			*$ 13,734,776*	*$ 8,876,406*	*$ 7,150,066*	*$ 2,526,966*
TOTAL DEBT						
Bond			$ 274,695,524	$ 5,446,947	$ 4,163,066	$ 320,970
WIFIA			$ -	$ 140,269,905	$ 114,669,393	$ 47,638,698
SRF			$ -	$ 76,906,668	$ 61,854,070	$ 18,300,968
SRF SAHM			$ -	$ -	$ -	$ -
USDA			$ -	$ -	$ -	$ -
Sum of Total Debt =			*$ 274,695,524*	*$ 222,623,520*	*$ 180,686,529*	*$ 66,260,636*
Av. Mo. Cost Per Customer			$ 62.21	$ 40.21	$ 32.39	$ 11.45
Cost Reduction			0%	-35%	-48%	-82%

[1] Note that the term may be 10-years for projects that only include pre-construction activity. The subtotals under the Financing section do reflect the sum of values presented in each scenario.

5.2.14 Scenario Analysis Summary Impact on Rates[1]

FIGURE 5-2: RANGE OF POTENTIAL FUNDING OPPORTUNITIES



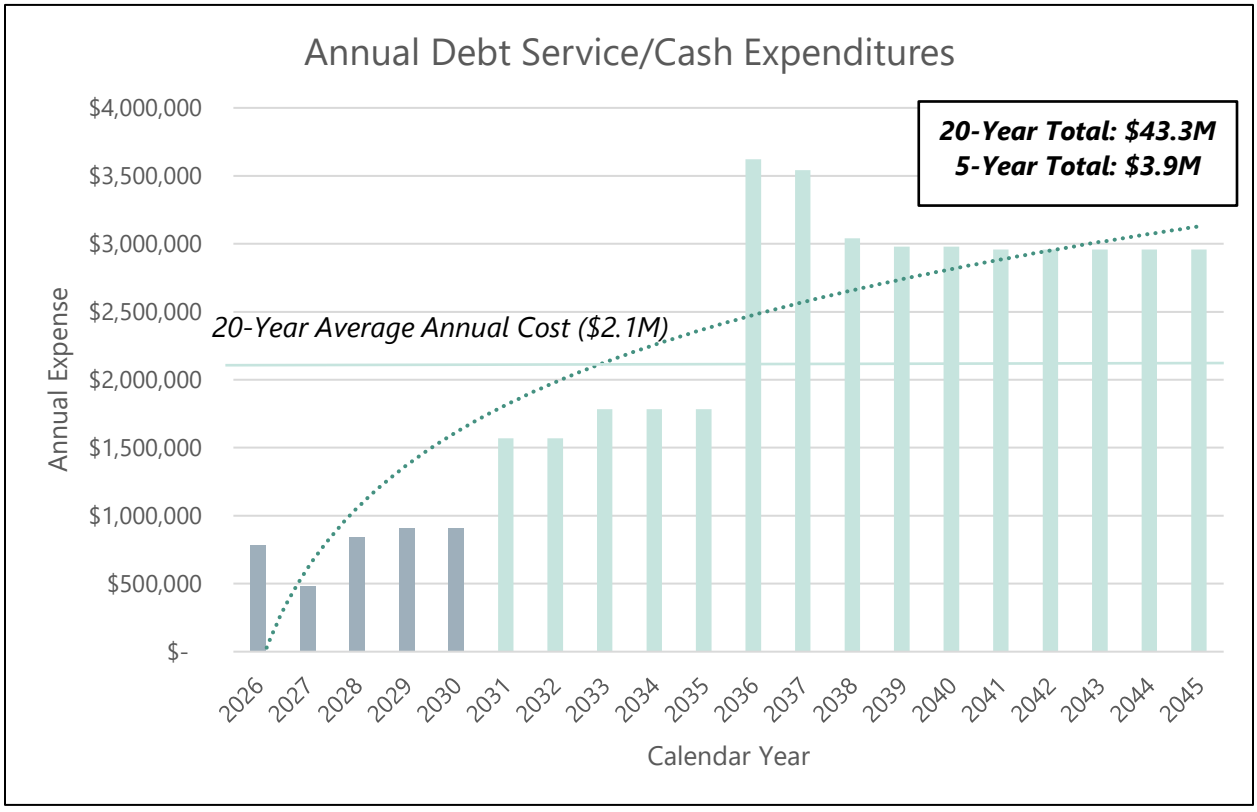
The funding and financing scenario analyses indicate the potential to offset up to 80% of the capital projects costs by using external grant and loan programs. While the 80% case is optimal, it may not be achievable in reality; however, it appears certain that the potential range of funding opportunities to reduce the cost burden to the ratepayer is significant. The Post Funding Engagement (dark gray bars) in the above chart generally reflect resulting capital need with the most favorable alternative funding sources, as shown in Scenario 4 of the preceding Scenario Analyses.

Based upon the best-case scenario in terms of utilizing alternative funding, the annual debt service or cash expenditures were calculated and summarized for a 20-year term. Debt service or cash expenditures were calculated for each project phase and by funding source to account for various funding program terms and conditions. For example, projects funded by CWSRF typically have a 10-year maximum term for pre-construction activities and a 20-year term for construction activity. Moreover, for projects assumed to utilize WIFIA funds, debt repayment can be delayed 5-years from substantial completion of the project and have a 30-year term. For a detailed breakdown of funding sources, estimated debt service by project and funding source, and estimated start & end dates of debt service, please refer to **Appendix B**. The chart below summarizes the annual debt service or cash expenditures for all projects and funding sources. The debt

[1] Based on all funding sources identified and potential grant/principal forgiveness assumptions, to date. Actual award value and resulting capital need/cost may vary and will be based upon application competitiveness, available State and Federal funding, and other factors.

service or cash expenditures total $43.3M over the 20-year period and $3.9M over the immediate 5-year period. [1] A detailed breakdown of the annual debt service or cash expenditures by project and target funding source is provided in **Appendix D**.

FIGURE 5-3: ESTIMATED ANNUAL DEBT SERVICE OR CASH EXPENDITURES



[1] Based on all funding sources identified and potential grant/principal forgiveness assumptions, to date. Actual award value and resulting debt service/annual costs may vary and will be based upon application competitiveness, available State and Federal funding, and other factors.

6. RECOMMENDATIONS

On the basis of the information and analyses presented in sections 1 through 5, the following recommendations are presented for the City's consideration.

Maintain Strategic Focus

The current funding landscape is significantly more challenging than in recent years, with lapsing federal offerings that are increasing pressure on state programs and intensifying competition for funds. It is important that the City consider its top priority projects and focus on accomplishing highly competitive applications to maximize likelihood of award.

Simultaneously Pursue Complementary Programs

In evaluating funding pursuits, the City should consider applying to annual/State programs in tandem with working on selected Federal programs that require a lower but sustained, multi-year effort to yield funding (e.g., Army Corps of Engineers Section 219 and Federal earmarks). These longer-range programs can be pursued for projects with more distant planning horizons while leaving staff time to pursue intensive, one-step programs for more immediate capital needs.

Plan Ahead

To be well-positioned for funding programs generally, the City should review and update critical community plans to ensure that minimum requirements for identified funding programs can be met and that each identifies and supports the relevant projects contained in the 5-Year CIP (see Section 4.1). These include the City Comprehensive Plan, Local Mitigation Strategy, regional Comprehensive Economic Development Strategy, and, if applicable, one or more of the Sustainable Redevelopment Plans.

Approach to Federal Earmarks, WRDA

Since their reinstatement in 2021, Congressionally Directed Spending/Community Project Funding requests have become increasingly competitive as other funding options are scaled back and the IIJA nears sunset; in recent years, awards have trended lower, frequently hovering in the low six figures to $1M. With this trend likely to continue over the next several years, the City should consider requesting funds for capital facilities/master planning for its wastewater utility. Fall 2026 is optimal to have preliminary discussions with Congressman Buchanan's office for guidance for the FFY2027 round likely to open Q1 2026.

Similarly, Congress will soon begin discussions on WRDA 2026. If the City wishes to pursue Environmental Infrastructure funding from the Corps of Engineers, it will need to open discussions December 2025 – January 2026 with its federal delegation to request geographic authorization in WRDA 2026 or a separate appropriations bill.

Optimizing Finance Options – Leveraging SRF

The City is advised to seek financing for multiple common-purpose capital projects under the US EPA Water Infrastructure Finance and Innovation Act (WIFIA); the program offers *highly flexible* financing for up to 49% of nearly any stage of project completion, including planning and design. The minimum project size ($20M) can be met or exceeded by a combination of SRF-eligible projects that serve a common purpose and are

secured by a common security pledge. Borrowers who need to construct several projects to achieve a specific purpose can submit application for projects that differ in scope, for example, treatment plant improvements and pipe rehabilitation. Borrowers also can customize repayments to match anticipated revenues and expenses for the life of the loan, and can defer repayments for up to 5 years after project completion; this includes an option to make interest-only payments.

WIFIA also offers a master agreement option, an umbrella contract that provides an upfront commitment of loan proceeds and a common set of legal/financial terms under which the City could close multiple loans over time. Because WIFIA loans are an "up to" amount, borrowers may draw down only the funding needed, leaving room to secure grants should favorable programs come on line. Combined with SRF financing, WIFIA can be used to implement large, complex, bundled, or once-in-a-generation projects and has recently announced $7B in new funds to finance $14B in water infrastructure projects

APPENDIX A: EXISTING WASTEWATER DEBT SERVICE OBLIGATIONS

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM

TO: To File

CC:

FROM: James Aiken

DATE: January 23, 2026

RE: Existing Wastewater Debt Service Obligations

The following summarizes the existing wastewater loans and associated debt service repayment obligations.

1. $494,600 Clean Water State Revolving Fund, Wastewater WW68118P was issued to complete pre-construction activities for various identified wastewater projects. The principal is paid in semi-annual payments; final payment of $11,071 is due March 15, 2029. Interest rate is 3.00%. The principal and interest is secured by net revenues of the water and sewer system.

2. $6,496,068 Clean Water State Revolving Fund, Wastewater WW410300 was issued to rehab and replace lift stations, force mains, and new gravity sewer (Collection and Transmission) facilities projects. The principal of the loan is being repaid semi-annually with a final payment of $209,455 due on February 15, 2032. Interest is paid at a rate of 2.63%. The principal and interest is secured by net revenues of the water and sewer system.

3. $415,698 Clean Water State Revolving Fund, Wastewater WW410301 was issued as a companion loan to Clean Water State Revolving Fund, Wastewater WW410300. The principal of the loan is being repaid semi-annually with a final payment of $12,655 due February 15, 2032. Interest is paid at a rate of 2.26%. The principal and interest is secured by net revenues of the water and sewer system.

4. $2,868,713 Clean Water State Revolving Fund, Wastewater WW410370 was issued as a construction loan to fund a Screw Press Dewatering System Upgrade. The loan principal is to be repaid in semi-annual payments, with a final payment of $72,200 January 2038. There is no interest on $2,606,141 of the loan. The rate is .70% on the remaining $262,572. The principal and interest is secured by net revenues of the water and sewer system.

5. $600,614 Clean Water State Revolving Fund, Wastewater WW410360 was issued for design of the City's Treatment and Transmission project. The principal is to be repaid in semi-annual payments, with a final payment of $16,053 due July 2039. Interest rate is 0.49% for $410,244 of the loan amount, 0.30% for $46,512 of the loan amount and

1.25% for $143,858 of the loan amount. Revenues of the water and sewer systems are pledged to provide the loan payments.

6. $6,349,454 Clean Water State Revolving Fund Wastewater, WW410361 was issued for Wastewater Treatment Facility Improvements, LS 31 Improvements, and Perico FM Improvements. The principal is to be repaid in semi-annual payments, with a final payment of $180,459 due September 2039. Interest rate is 0.14% for $4,590,416 of the loan amount, and 0.75% for $1,759,038 of the loan amount. Revenues of the water and sewer systems are pledged to provide the loan payments.

7. $43,734,900Clean Water State Revolving Fund, Wastewater WW4103A0 A2 was issued for Wastewater Treatment Facility Construction. **The total loan principal was originally authorized up to $20,000,000, with Amendment 1 providing an additional $20,000,000, and Amendment 2 including an additional $3,734,900**. Disbursements are made for reimbursement of the incurred construction costs and related services. The principal is to be repaid in semi-annual payments of $1,209,180 beginning September 15, 2027, which is based on the total anticipated borrowing amount owed of $45,015,698 which consists of the loan principal and estimated loan service fee. One semi-annual payment will be due in 2027 and two semi-annual payments will be due in 2028 and subsequent years. Interest rate is 0.71%. Revenues of the water and sewer systems are pledged to provide the loan payments.

Summary Table of Debt Service:

Loan	Original Amount	Maturity	Rate	Frequency	Annual Payment
Wastewater - WW68118P	$ 494,600	3/15/2029	3.00%	Semi-Annual	$ 22,474
Wastewater - WW410300	$ 6,478,400	2/15/2032	2.63%	Semi-Annual	$ 418,909
Wastewater - WW410301	$ 427,487	2/15/2032	2.26%	Semi-Annual	$ 25,309
Wastewater - WW410360	$ 600,614	7/1/2039	0.49%	Semi-Annual	$ 32,148
Wastewater - WW410361	$ 6,349,454	9/1/2039	0.14%	Semi-Annual	$ 334,011
Wastewater - WW410370	$ 2,868,713	1/1/2038	0.00%	Semi-Annual	$ 139,796
Wastewater - WW4103A0 A2	$ 45,015,698	9/1/2045	0.71%	Semi-Annual	$ 2,418,360
Total					**$ 3,391,008**

Annual Wastewater Debt Service Repayment:



APPENDIX B: ANNUAL CAPITAL COST BY PROJECT, ANNUAL ESCALATED CAPITAL COSTS, IDENTIFIED FUNDING PROGRAMS, ESTIMATED GRANT/PRINCIPAL FORGIVENESS, ESTIMATED LOAN PRINCIPAL, ESTIMATED ANNUAL DEBT SERVICE, AND ESTIMATED DEBT SERVICE START & END DATES

City of Bradenton, FL
Wastewater Financial Initiative Plan

					Not Escalated						Escalated Capital Costs						
Index	Project	Phase	Start	End	2025	2026	2027	2028	2029	2030	2025	2026	2027	2028	2029	2030	Funding Source Needed For FIP
1	Master Lift Station and Headworks Expansion	Pre-Construction	2026	2028	$ -	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,150,000	$ 5,304,500	$ -	$ -	$ -	Yes
1	Master Lift Station and Headworks Expansion	Construction	2028	2031	$ -	$ -	$ -	$ 10,000,000	$ 10,000,000	$ 10,000,000	$ -	$ -	$ -	$ 10,927,270	$ 11,255,088	$ 11,592,741	Yes
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	2026	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	No
2	Evaluate permanent dewatering equipment improvements	Construction	2027	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	No
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	2026	2027	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,545,000	$ -	$ -	$ -	$ -	Yes
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	2027	2028	$ -	$ -	$ 4,500,000	$ -	$ -	$ -	$ -	$ -	$ 4,774,050	$ -	$ -	$ -	Yes
4	Optimize clarifier performance for wet weather operation	Pre-Construction	2029	2031	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ 56,275	$ 57,964	Yes
4	Optimize clarifier performance for wet weather operation	Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
5	Permanent EQ Tank	Pre-Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
5	Permanent EQ Tank	Construction	2026	2028	$ -	$ 3,000,000	$ 3,000,000	$ -	$ -	$ -	$ -	$ 3,090,000	$ 3,182,700	$ -	$ -	$ -	Yes
6	Injection Well Surface Facilities	Pre-Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
6	Injection Well Surface Facilities	Construction	2026	2028	$ -	$ 1,500,000	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,545,000	$ 1,591,350	$ -	$ -	$ -	Yes
7	Reject Tank	Pre-Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
7	Reject Tank	Construction	2026	2028	$ -	$ 3,000,000	$ 3,000,000	$ -	$ -	$ -	$ -	$ 3,090,000	$ 3,182,700	$ -	$ -	$ -	Yes
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	2027	2029	$ -	$ -	$ 1,687,500	$ 1,687,500	$ -	$ -	$ -	$ -	$ 1,790,269	$ 1,843,977	$ -	$ -	Yes
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	2028	2031	$ -	$ -	$ -	$ 3,375,000	$ 3,375,000	$ 3,375,000	$ -	$ -	$ -	$ 3,687,954	$ 3,798,592	$ 3,912,550	Yes
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	2030	2031	$ -	$ -	$ -	$ -	$ -	$ 1,250,000	$ -	$ -	$ -	$ -	$ -	$ 1,449,093	Yes
9	Reuse Optimization Plan/Design/Construction	Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	2026	2028	$ -	$ 2,500,000	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,575,000	$ 2,652,250	$ -	$ -	$ -	Yes
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	2028	2031	$ -	$ -	$ -	$ 5,000,000	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -	$ 5,463,635	$ 5,627,544	$ 5,796,370	Yes
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	2026	2028	$ -	$ 6,250,000	$ 6,250,000	$ -	$ -	$ -	$ -	$ 6,437,500	$ 6,630,625	$ -	$ -	$ -	Yes
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	2028	2031	$ -	$ -	$ -	$ 12,500,000	$ 12,500,000	$ 12,500,000	$ -	$ -	$ -	$ 13,659,088	$ 14,068,860	$ 14,490,926	Yes
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Yes
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	2026	2031	$ -	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ -	$ 2,060,000	$ 2,121,800	$ 2,185,454	$ 2,251,018	$ 2,318,548	Yes

City of Bradenton, FL
Wastewater Financial Initiative Plan

					Identified Funding Program						Estimated Grant/Principal Forgiveness ($)						
Index	Project	Phase	Start	End	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Funding Source 6	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Funding Source 6	Total
1	Master Lift Station and Headworks Expansion	Pre-Construction	2026	2028	SA-HMW	Legislative Appropriation					$ 7,954,500	$ 2,500,000					$ 10,454,500
1	Master Lift Station and Headworks Expansion	Construction	2028	2031	WIFIA Loan	PWEAA	SA-HMW	CWSRF	Legislative Appropriation MLS	Legislative Appropriation HW		$ 6,000,000	$ 11,212,003		$ 2,500,000	$ 2,500,000	$ 22,212,003
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	2026	2027													$ -
2	Evaluate permanent dewatering equipment improvements	Construction	2027	2028													$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	2026	2027	CW SRF						$ 772,500						$ 772,500
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	2027	2028	EPA STAG	DEP Biosolids/WWG	CW SRF				$ 800,000	$ 2,394,500	$ 690,000				$ 3,884,500
4	Optimize clarifier performance for wet weather operation	Pre-Construction	2029	2031	CW SRF	EPA STAG					$ 57,120	$ 80,000					$ 137,120
4	Optimize clarifier performance for wet weather operation	Construction	0	0													$ -
5	Permanent EQ Tank	Pre-Construction	0	0													$ -
5	Permanent EQ Tank	Construction	2026	2028	Legislative Appropriation	WWG/Resilient FL	CW SRF				$ 2,000,000	$ 3,136,350	$ 3,136,350				$ 8,272,700
6	Injection Well Surface Facilities	Pre-Construction	0	0													$ -
6	Injection Well Surface Facilities	Construction	2026	2028	WWG/Resilient FL	EPA STAG	CW SRF				$ 785,000	$ 1,000,000	$ 285,000				$ 2,070,000
7	Reject Tank	Pre-Construction	0	0													$ -
7	Reject Tank	Construction	2026	2028	CW SRF	EPA STAG					$ 2,136,350	$ 2,000,000					$ 4,136,350
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	2027	2029	Legislative Appropriation	EPA STAG	CW SRF				$ 1,500,000	$ 1,000,000	$ 565,000				$ 3,065,000
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	2028	2031	WIFIA Loan	PWEAA	CW SRF	WWG	SWFWMD Cooperative Funding			$ 4,000,000	$ 800,000	$ 900,000	$ 500,000		$ 6,200,000
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	2030	2031	EPA STAG	SWFWMD Cooperative Funding	CW SRF				$ 1,000,000	$ 224,093	$ 137,500				$ 1,361,593
9	Reuse Optimization Plan/Design/Construction	Construction	0	0													$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	2026	2028	HMGP	Resilient FL	CWSRF				$ 1,000,000	$ 2,500,000	$ 863,620				$ 4,363,620
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	2028	2031	CW SRF	WIFIA Loan	WGP	Resilient FL	Legislative Appropriation		$ 3,000,000		$ 5,000,000	$ 4,000,000	$ 2,000,000		$ 14,000,000
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	2026	2028	Resilient FL	CW SRF	WIFIA Loan				$ 1,860,000	$ 3,854,063					$ 5,714,063
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	2028	2031	Resilient FL	WRDA	WIFIA Loan	CW SRF			$ 17,414,000	$ 27,442,268	-	$ 1,181,303			$ 46,037,571
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	0	0													$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	2026	2031	CW SRF	WIFIA Loan	Resilient FL				$ 3,468,410	-	$ 1,000,000				$ 4,468,410

City of Bradenton, FL
Wastewater Financial Initiative Plan

					Estimated Loan Principal							Estimated Loan Annual Debt Service					
Index	Project	Phase	Start	End	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Funding Source 6	Total	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Funding Source 6
1	Master Lift Station and Headworks Expansion	Pre-Construction	2026	2028													
1	Master Lift Station and Headworks Expansion	Construction	2028	2031	$ 16,549,798			$ 6,013,298			$ 22,563,096	$1,016,018			$337,269		
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	2026	2027	$ -						$ -						
2	Evaluate permanent dewatering equipment improvements	Construction	2027	2028							$ -						
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	2026	2027	$ 772,500						$ 772,500	$82,088					
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	2027	2028	$ 200,000		$ 690,000				$ 890,000	$ 200,000		$38,700			
4	Optimize clarifier performance for wet weather operation	Pre-Construction	2029	2031	$ 57,120						$ 57,120	$6,070					
4	Optimize clarifier performance for wet weather operation	Construction	0	0							$ -						
5	Permanent EQ Tank	Pre-Construction	0	0							$ -						
5	Permanent EQ Tank	Construction	2026	2028			$ 1,568,175				$ 1,568,175			$87,955			
6	Injection Well Surface Facilities	Pre-Construction	0	0							$ -						
6	Injection Well Surface Facilities	Construction	2026	2028	$ 785,000		$ 285,000				$ 1,070,000	$ 785,000		$15,985			
7	Reject Tank	Pre-Construction	0	0							$ -						
7	Reject Tank	Construction	2026	2028	$ 2,136,350		$ 756,000				$ 2,892,350	$119,822		$ 756,000			
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	2027	2029	-	$ 200,000	$ 565,000				$ 765,000		$ 200,000	$60,039			
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	2028	2031	$ 5,400,000		$ 800,000				$ 6,200,000	$331,514		$44,870			
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	2030	2031			$ 137,500				$ 137,500			$14,611			
9	Reuse Optimization Plan/Design/Construction	Construction	0	0							$ -						
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	2026	2028			$ 863,620				$ 863,620			$91,771			
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	2028	2031	$ 3,000,000	$ 5,000,000					$ 8,000,000	$ 3,000,000		$ -		$0	
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	2026	2028		$ 3,854,063	$ 3,500,000				$ 7,354,063		$409,544	$214,870			
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	2028	2031			$ 5,000,000	$ 1,181,303			$ 6,181,303			$306,958	$66,256		
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	0	0							$ -						
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	2026	2031	$ 3,468,410	$ 3,000,000					$ 6,468,410	$194,533	$184,175				

City of Bradenton, FL
Wastewater Financial Initiative Plan

Index	Project	Phase	Start	End	Debt Service Start/End											
					Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
					Funding Source 1		Funding Source 2		Funding Source 3		Funding Source 4		Funding Source 5		Funding Source 6	
1	Master Lift Station and Headworks Expansion	Pre-Construction	2026	2028												
1	Master Lift Station and Headworks Expansion	Construction	2028	2031	2036	2066					2031	2051				
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	2026	2027												
2	Evaluate permanent dewatering equipment improvements	Construction	2027	2028												
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	2026	2027	2027	2037										
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	2027	2028	2027	2027			2028	2048						
4	Optimize clarifier performance for wet weather operation	Pre-Construction	2029	2031	2031	2041										
4	Optimize clarifier performance for wet weather operation	Construction	0	0												
5	Permanent EQ Tank	Pre-Construction	0	0												
5	Permanent EQ Tank	Construction	2026	2028					2028	2048						
6	Injection Well Surface Facilities	Pre-Construction	0	0												
6	Injection Well Surface Facilities	Construction	2026	2028	2026	2026			2028	2048						
7	Reject Tank	Pre-Construction	0	0												
7	Reject Tank	Construction	2026	2028	2028	2048										
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	2027	2029			2027	2027	2029	2039						
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	2028	2031	2036	2066			2031	2051						
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	2030	2031					2031	2041						
9	Reuse Optimization Plan/Design/Construction	Construction	0	0												
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	2026	2028					2028	2038						
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	2028	2031					2028	2028			2028	2048		
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	2026	2028			2028	2038	2033	2053						
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	2028	2031					2036	2056	2031	2051				
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	0	0												
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	2026	2031	2031	2051	2036	2056								

APPENDIX C: COMMUNITY REDEVELOPMENT AREA FUNDING OPPORTUNITIES

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue | Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147

MEMORANDUM

TO: To File

CC:

FROM: Laura Tessier

DATE: October 22, 2025

RE: **FL Community Redevelopment Area Funding Potential for Wastewater Capital Projects (Bradenton)**

The following summarizes Community Redevelopment Areas (CRAs) in general, and Bradenton's specifically, to better understand the potential for CRA tax increment revenues to fund the City's water/wastewater CIP.

CRA BASICS

Community Redevelopment Area (CRA) - A CRA is a specifically focused financing tool for redevelopment within an identified area of slum and blight or where there is a shortage of affordable housing.[1] It is a dependent special district in which any future increases in property values are set aside to support economic development projects within that district, a form of tax increment financing. The State does not oversee CRAs but statute requires that CRA Plans be consistent with local comprehensive plans. Conditions that can support creation of a CRA include insufficient transportation, roadways/parking, substandard buildings/structures, a shortage of affordable housing, inadequate infrastructure; if any of these, or others defined in statute,[2] is documented by a redevelopment area survey and subsequent Finding of Necessity by the local governing body, a Community Redevelopment Area (CRA) may be created.[3]

The dollar value of all real property in the Community Redevelopment Area is determined as of a fixed date, also known as the "frozen value." Taxing authorities, which contribute to the tax increment, continue to receive property tax revenues based on the frozen value. These frozen value revenues are available for general government purposes; however, tax revenues from increases in real property value, referred to as "increment," are deposited into the Community Redevelopment Agency Trust Fund and dedicated to the redevelopment area. In Florida, taxing entities write a check to the CRA trust fund, after monies are received from the tax collector. The revenues can be used immediately, saved for a particular project, or bonded to maximize funds available. They cannot be used for general government purposes.

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[1] Florida Statutes 2025, Title XI, Chapter 163, Section 360.
[2] Florida Statutes 2025, Title XI, Chapter 163, Section 340.
[3] The Florida Redevelopment Association, CRA Basics.

CRA Districts (Areas) - One local government may establish multiple CRAs; Bradenton has 3 – Downtown, Central, and Tamiami Trail (see CRA discussion of each below). Each area has its own Redevelopment Plan and financing. Each Area/District must maintain separate trust funds *and expend those funds only in that district*.

CRA Agency (Board) – There is generally one CRA Board of 5-7 members appointed by the local Governing Body, even in communities with multiple CRAs. The Bradenton City Council appointed itself as the Board for this Agency on June 24, 2015; the 5 members oversee all 3 CRAs.[4] The CRA Board can establish tax increment financing and leverage local public funds with private dollars to drive redevelopment. CRA Boards are required by State law to prepare 5 Annual reports: Audit, Fees & Updates; Comprehensive Financial Report; March 31 Report to the public; and Budget (proposed and adopted).

Community Redevelopment Plan – The CRA Agency develops and implements the CRA Plan to address the unique needs of the target area. The Plan lays out the overall redevelopment goals and identifies the types of projects planned for the Area. Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must: (1) Establish goals and objectives for each program and activity undertaken by the special district, and (2) Establish performance measures and standards to determine if the special district's goals and objectives are being achieved. Special districts are advised to consult with their legal counsel when establishing goals and objectives and performance measures and standards.[5] Bradenton has approved Sustainable Redevelopment Plans for each of its CRAs; the plans took effect December 6, 2023.

Intergovernmental Considerations – In 2002, the FL Legislature strengthened the ability of cities and counties to manage CRA creation, notices, and term issues. Disputes between cities and counties involving CRAs can be resolved locally by interlocal agreements to address growth management and other concerns.

Specific Prohibition

Both the state statute and Bradenton CRA Plans make note of the following as **ineligible** to be paid for or financed by increment revenues:[6]

"Installation, construction, reconstruction, repair, or alteration of 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 community redevelopment 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 community redevelopment 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

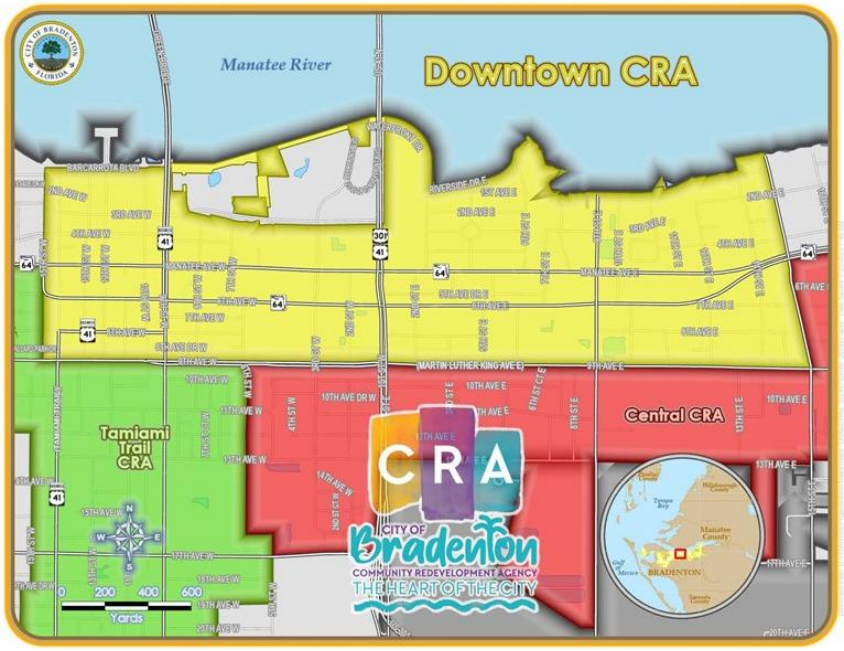
[4] One member, a Councilman in 2015, has moved on to serve as Chief of Police.
[5] FL Commerce, Florida Special District Handbook, September 2024.
[6] Florida Statutes 2025, Title XI, Chapter 163, Section 370(3)(b).

projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund."

City of Bradenton CRAs

Each of the City CRA Plans (Downtown, Central, Tamiami Trail) is organized in the same manner and all were last adopted December 6, 2023. They include sections outlining Definitions; Economic, Environment, and Social goals; Statutory Powers; and Statutory Required Elements of the Plan, all of which are consistent across all 3 plans. Each CRA Plan also contains 4 appendices (A-D) covering CRA metes and bounds, a CRA map representation, residential property dimensional area standards, and a summary of annual revenues and expenses.

1. **DOWNTOWN CRA** Sustainable Redevelopment Plan[7]



- The **Economic Goal** targets reducing slum/blight by developing private sector investment opportunities. Increment revenue may be used within the Area boundaries to revitalize the coastal tourist area, reduce/maintain natural disaster evacuation times, ensure property protection from various listed disaster types,

[7] CRA of the City of Bradenton, FL, Sustainable Redevelopment Plan: Downtown, December 6, 2023.

encourage new public/private employment, and support development of maker spaces/business incubators.

- The **Environment Goal** targets disaster preparedness, response, and recovery but notes that "The Agency may also focus resources to reduce the probability of or eliminate slums and blight through infrastructure projects above and beyond the Governing Body's normal standards." Increment revenue may be used within the Area for disaster- and emergency-related activities and to address sustainable redevelopment activities that include both sole/non-sole source pollution remediation. **Infrastructure projects not on a CIP for 3 years can be supported**.

- The **Social Goal** targets elimination/reduction of slums/blights, stating that "The Agency may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through community policing innovations." Increment revenue may be used to revitalize coastal tourist area and protect property from natural disaster exposure, with emphasis on cultural sites, historic sites, artistic sites, and the FL Main Street program. Housing and Public Safety goals and policies are also addressed.

- **Total Revenues/Expenses DOWNTOWN CRA PLAN (Selected)** [8]

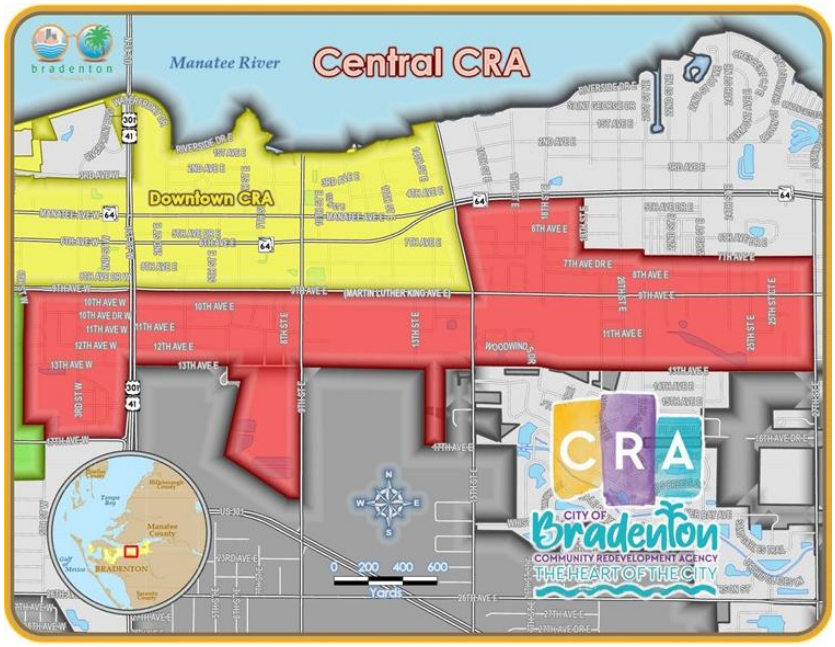
	2024	2025	2026	2027	2028
Annual Revenue	6,133,488	6,320,017	6,506,546	6,693,075	6,879,604
Total Revenue and Fund Balance	6,133,488	6,320,017	6,506,546	6,693,075	6,879,604
Capital Improvement Projects Expenses[9] (Infrastructure)	0	0	0	0	0
Annual Expenses	4,765,048	4,799,215	4,044,119	4,583,241	4,122,740

- **Bradenton CRA Annual Report 2023/2024 – DOWNTOWN CRA**[10]

Total Revenues	3,097,298
Total Expenditures	2,272,350
Fund Balance September 30, 2024	7,295,356
Infrastructure Activities Spending	970,000

[8] Rounded to nearest dollar.
[9] Other CIP categories are Land, Park Improvements/Construction, Lighting, Public Art Outlay.
[10] Bradenton CRA Annual Report 2023-2024, March 2025. FY ending September 30, 2024.

2. **CENTRAL CRA** Sustainable Redevelopment Plan[11]



The Economic, Environment, and Social goals, intent, policies, and allowable use of increment revenue are the same as for the DOWNTOWN CRA.

- **Total Revenues/Expenses CENTRAL CRA PLAN (Selected)** [12]

	2024	2025	2026	2027	2028
Annual Revenue	1,606,452	1,607,329	1,608,206	1,609,959	1,610,836
Total Revenue and Fund Balance	1,606,452	1,607,329	1,608,206	1,609,959	1,610,836
Capital Improvement Projects Expenses[13] (Infrastructure)	0	239,000	750,000	750,000	500,000
Annual Expenses	3,066,632	3,377,927	3,688,455	3,991,152	3,963,575

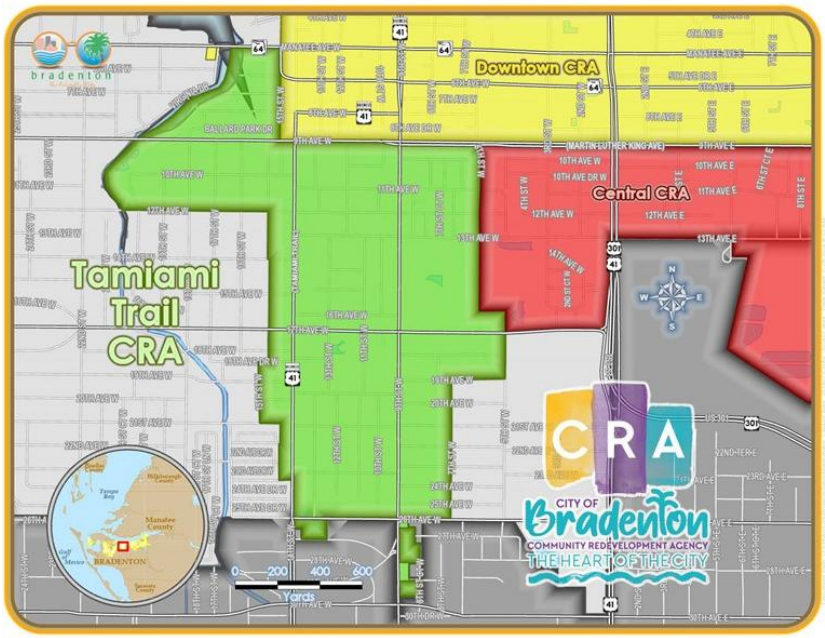
[11] CRA of the City of Bradenton, FL, Sustainable Redevelopment Plan: Central, December 6, 2023.
[12] Rounded to nearest dollar; presented in the Sustainability Redevelopment Plan.
[13] Other CIP categories are Land, Park Improvements/Construction, Lighting, Public Art Outlay.

- **Bradenton CRA Annual Report 2023/2024 – CENTRAL CRA**[14]

Total Revenues	928,135
Total Expenditures	450,131
Fund Balance September 30, 2024	3,843,239
Infrastructure Activities Spending	300,000

3. **TAMIAMI TRAIL CRA** Sustainable Redevelopment Plan[15]

The Economic, Environment, and Social goals, intent, policies, and use of increment revenue are the same as for the DOWNTOWN and CENTRAL CRA plans.



- **Total Revenues/Expenses TAMIAMI TRAIL CRA Plan (Selected)** [16]

	2024	2025	2026	2027	2028
Annual Revenue	1,219,666	1,246,637	1,273,608	1,300,578	1,327,549

[14] Bradenton CRA Annual Report 2023-2024, March 2025. FY ending September 30, 2024.
[15] CRA of the City of Bradenton, FL, Sustainable Redevelopment Plan: Tamiami Trail, December 6, 2023.
[16] Rounded to nearest dollar.

Total Revenue and Fund Balance	1,219,666	1,246,637	1,273,608	1,300,578	1,327,549
Capital Improvement Projects Expenses[17] (Infrastructure)	0	0	0	0	0
Annual Expenses	1,328,734	1,353,356	1,379,530	1,306,153	1,335,231

- **Bradenton CRA Annual Report 2023/2024 – TAMIAMI TRAIL CRA**[18]

Total Revenues	646,858
Total Expenditures	718,282
Fund Balance September 30, 2024	2,657,310
Infrastructure Activities Spending	0

CONCLUSIONS

1. The CRA statute does not define "Infrastructure" but appears to allow the work as "…the rehabilitation or conservation of slum and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, *and other public improvements…"*[19]
2. Any project funded by the CRA increment must align with the specific CRA Plan and must occur within the CRA.
3. There is an express prohibition on use of increment funds for any publicly owned capital projects if they were scheduled to occur within 3 years of approval of the CRA Plan by the City pursuant to a previously approved City capital improvement or project schedule or plan unless and until such projects have been removed from such schedule/plan and 3 years have elapsed since such removal or project improvements were identified in the schedule or plan to be funded with CRA increment funds. Since the City CRA Plans are dated December 6, 2023, the 3-year window should close December 6, 2026. Projects on the CIP if adopted prior to that date may not be eligible for CRA funding/financing.
4. The fund balances for each of the Downtown, Central, and Tamiami Trail CRAs as of September 30, 2024 were approximately $7.3M, $3.8M, and $2.6M, respectively. "Infrastructure" expenditures for each CRA for that report year were $970K, $300K, and 0.
5. If the prohibition in (3) above can be overcome, and if the City confirms alignment with the CRA Plan(s), projects in the wastewater CIP **may** be able to access the increment funds. In light of the 2023-2024 infrastructure expenditures, the amounts available may not be significant.

[17] Other CIP categories are Land, Park Improvements/Construction, Lighting, Public Art Outlay.
[18] Bradenton CRA Annual Report 2023-2024, March 2025. FY ending September 30, 2024.
[19] The Florida Statutes 2025, Title XI, Chapter 163, Section 350.

APPENDIX D: ESTIMATED ANNUAL DEBT SERVICE AND CASH EXPENDITURES BY PROJECT

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 1	$ 1,016,018	2036	2066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,016,018	$ 1,016,018	$ 1,016,018
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 4	$ 337,269	2031	2051	$ -	$ -	$ -	$ -	$ -	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 1	$ 1,016,018	2036	2066	$ 1,016,018	$ 1,016,018	$ 1,016,018	$ 1,016,018	$ 1,016,018	$ 1,016,018	$ 1,016,018
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 4	$ 337,269	2031	2051	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269	$ 337,269
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	Master Lift Station and Headworks Expansion	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 1	$ 82,088	2027	2037	$ -	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ 82,088	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 1	$ 200,000	2027	2027	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 3	$ 38,700	2028	2048	$ -	$ -	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Evaluate permanent dewatering equipment improvements	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 1	$ 82,088	2027	2037	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 1	$ 200,000	2027	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 3	$ 38,700	2028	2048	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700	$ 38,700
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 1	$ 6,070	2031	2041	$ -	$ -	$ -	$ -	$ -	$ 6,070	$ 6,070	$ 6,070	$ 6,070	$ 6,070	$ 6,070	$ 6,070	$ 6,070
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 3	$ 87,955	2028	2048	$ -	$ -	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955
5	Permanent EQ Tank	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Sludge Dewatering Operations Upgrade and Evaluate Permeant WAS improvements	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 1	$ 6,070	2031	2041	$ 6,070	$ 6,070	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Optimize clarifier performance for wet weather operation	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 3	$ 87,955	2028	2048	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955	$ 87,955
5	Permanent EQ Tank	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Permanent EQ Tank	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
6	Injection Well Surface Facilities	Construction	Funding Source 1	$ 785,000	2026	2026	$ 785,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 3	$ 15,985	2028	2048	$ -	$ -	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985
6	Injection Well Surface Facilities	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 1	$ 119,822	2028	2048	$ -	$ -	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822
7	Reject Tank	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 3	$ 756,000	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 2	$ 200,000	2027	2027	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 3	$ 60,039	2029	2039	$ -	$ -	$ -	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039	$ 60,039
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 1	$ 331,514	2036	2066	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 331,514	$ 331,514	$ 331,514
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
6	Injection Well Surface Facilities	Construction	Funding Source 1	$ 785,000	2026	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 3	$ 15,985	2028	2048	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985	$ 15,985
6	Injection Well Surface Facilities	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Injection Well Surface Facilities	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 1	$ 119,822	2028	2048	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822	$ 119,822
7	Reject Tank	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 3	$ 756,000	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Reject Tank	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 2	$ 200,000	2027	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 3	$ 60,039	2029	2039	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 1	$ 331,514	2036	2066	$ 331,514	$ 331,514	$ 331,514	$ 331,514	$ 331,514	$ 331,514	$ 331,514
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 3	$ 44,870	2031	2051	$ -	$ -	$ -	$ -	$ -	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 3	$ 14,611	2031	2041	$ -	$ -	$ -	$ -	$ -	$ 14,611	$ 14,611	$ 14,611	$ 14,611	$ 14,611	$ 14,611	$ 14,611	$ 14,611
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 3	$ 44,870	2031	2051	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870	$ 44,870
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	3rd Oxidation Ditch, Filter Expansion, Additional Chlorine Contact Basin, Rehab Denit Filter Media	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 3	$ 14,611	2031	2041	$ 14,611	$ 14,611	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Reuse Optimization Plan/Design/Construction	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 3	$ 91,771	2028	2038	$ -	$ -	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ 91,771	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 1	$ 3,000,000	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 3	$ -	2028	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 3	$ 91,771	2028	2038	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 1	$ 3,000,000	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 3	$ -	2028	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 5	$ -	2028	2048	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 2	$ 409,544	2028	2038	$ -	$ -	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ 409,544	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 3	$ 214,870	2033	2053	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 214,870	$ 214,870	$ 214,870	$ 214,870	$ 214,870	$ 214,870
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 3	$ 306,958	2036	2056	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 306,958	$ 306,958	$ 306,958
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 4	$ 66,256	2031	2051	$ -	$ -	$ -	$ -	$ -	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 5	$ -	2028	2048	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	Lift Station upgrades (resiliency, redundancy, reliability) 44, 37, 60, 47, 2, 4, 7, 12, 15, 17, 18, 20, 23, 24, 30, 42, 46, 56, 57, 58, 59, 62, 63 total $20M.	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 2	$ 409,544	2028	2038	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 3	$ 214,870	2033	2053	$ 214,870	$ 214,870	$ 214,870	$ 214,870	$ 214,870	$ 214,870	$ 214,870
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 3	$ 306,958	2036	2056	$ 306,958	$ 306,958	$ 306,958	$ 306,958	$ 306,958	$ 306,958	$ 306,958
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 4	$ 66,256	2031	2051	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256	$ 66,256
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 1	$ 194,533	2031	2051	$ -	$ -	$ -	$ -	$ -	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 2	$ 184,175	2036	2056	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 184,175	$ 184,175	$ 184,175
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total							**$ 785,000**	**$ 482,088**	**$ 845,864**	**$ 905,903**	**$ 905,903**	**$ 1,569,512**	**$ 1,569,512**	**$ 1,784,382**	**$ 1,784,382**	**$ 1,784,382**	**$ 3,623,047**	**$ 3,540,959**	**$ 3,039,644**

Index	Project	Phase	Funding Source	Annual Debt Service	Debt Service Start	Debt Service End	2039	2040	2041	2042	2043	2044	2045
11	Lift Station Relocation needs to include LS 8, 14, 16, 21 total $50M	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 1	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 2	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Pre-Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 1	$ 194,533	2031	2051	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533	$ 194,533
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 2	$ 184,175	2036	2056	$ 184,175	$ 184,175	$ 184,175	$ 184,175	$ 184,175	$ 184,175	$ 184,175
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 3	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 4	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 5	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Evaluation of relocating cross-country / off road sewer to public right of way	Construction	Funding Source 6	$ -	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total							**$ 2,979,605**	**$ 2,979,605**	**$ 2,958,925**	**$ 2,958,925**	**$ 2,958,925**	**$ 2,958,925**	**$ 2,958,925**

Woodard & Curran

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AGENDA ITEM NO. 11.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 25, 2026

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Presentation

AGENDA SECTION: DEPARTMENT HEAD REPORTS

SUBJECT: Enterprise Asset Management (EAM) System Update

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The MyBradenton 311 app is now available and we would like to encourage its utilization.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS: