AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, June 12, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Phil Dodson with Bayside Community Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Charles Clapsaddle Month
Charles Clapsaddle Month Proclamation
b) Legislative: World Elder Abuse Awareness Day
World Elder Abuse 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) Administrative Services: Resolution 24-38 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 24-38
b) Administrative Services: Resolution 24-40 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Demolition/Reconstruction Project
Resolution 24-40
c) City Administration: Resolution 24-24 - Policy and Procedures Governing Review and Approval of Installation and/or Modification of Telecommunication Towers and Equipment on City Elevated Water Tanks and Adjacent Areas and Lease Agreements for Equipment
Resolution 24-24
d) City Administration: Resolution 24-55 - Revised Emergency Operations Implementation and Emergency Pay Policy and Procedures

Resolution 24-55

e) City Administration: Interlocal Agreement (ILA) between the City of Bradenton and the Community Redevelopment Agency for Repayment
ILA with the Community Redevelopment Agency

f) Event Review Committee: Mattison's Request for Parking Space Closure
2024 Mattison's July 4th Application and Site Plan

g) Police: Interlocal Agreement (ILA) between the City of Bradenton and Manatee County for the County owned Administration Center Parking Garage located at 414 10th Street West, Bradenton, Florida 34205
ILA with Manatee County for the Administration Center Parking Garage
BOCC Cover Memo for the June 11, 2024 Meeting

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

i) Public Works & Utilities: Amendment to the Traffic Signal Maintenance and Compensation Agreement
Amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation

j) Public Works & Utilities: Manatee Gardens Sidewalk Replacement Work Assignment Expenditure
Manatee Gardens Sidewalk Replacement

k) Public Works & Utilities: River Isles Sidewalk Replacement Work Assignment Expenditure
River Isles Sidewalk Replacement

l) Public Works & Utilities: State Highway Lighting Maintenance and Compensation Agreement Work Order
State Highway Lighting Maintenance and Compensation Agreement Work Order from the Florida Department of Transportation

m) Public Works & Utilities: Wastewater Treatment Plant Clarifier 4 Construction Expenditure
Tabulation Sheet
Clean Water State Revolving Fund Construction Loan Agreement WW4103A0
8-9-2023 City Council Minutes

n) Public Works & Utilities: Water Treatment Plant Sludge Lagoons Work Assignment Expenditure
Invoice from Woodruff & Sons, Inc.

o) Purchasing: PB-21-10KC Contract Extension with GML Coatings LLC
PB-21-10KC with GML Coatings LLC

p) Purchasing: PB-22-036NT Second Contract Extension with Kemira Water Solutions, Inc.
PB-22-036NT with Kemira Water Solutions

q) Purchasing: RFP #22-031NT Second Contract Extension with Ceres Environmental Services, Inc.
RFP #22-031NT with Ceres Environmental, Inc.

r) Purchasing: RFP #22-031NT Second Contract Extension with DRC Emergency Services, LLC

RFP #22-031NT with DRC Emergency Services, LLC

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: ORDINANCE 4040 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTON SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4040
Application - Ordinance 4040, Case RV.24.1517
Staff Report - Ordinance 4040, Case RV.24.1517
Presentation - Ordinance 4040, Case RV.24.1517

b) Planning & Community Development: ORDINANCE 4041 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4041
Application - Ordinance 4041, Case RV.24.1518
Staff Report - Ordinance 4041, Case RV.24.1518
Presentation - Ordinance 4041, Case RV.24.1518

c) Planning & Community Development: ORDINANCE 4042 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4042
Application - Ordinance 4042, Case RV.24.1519
Staff Report - Ordinance 4042, Case RV.24.1519
Presentation - Ordinance 4042, Case RV.24.1519

d) Planning & Community Development: ORDINANCE 4046 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4046
Application - Ordinance 4046, Case RV.24.1687
Staff Report - Ordinance 4046, Case RV.24.1687
Presentation - Ordinance 4046, Case RV.24.1687

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

a) Public Works & Utilities: Approval to Utilize the Continuing Services Contract with Applied Sciences for City Park Master Planning
City Park Proposal and Fee
City Park Stormwater Engineering Improvements and Fee
RFP 22-029TWS Continuing Services Contract

b) Public Works & Utilities: Bradenton Police Headquarters Water Line Relocation and Stormwater Installation Work Assignment Expenditure
Gator Grading and Paving Quote
PB23-007KC with Gator Grading

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

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

AT COUNCIL MEETING:

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

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

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

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

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Charles Clapsaddle Month

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation honoring Charles Clapsaddle Month.

ATTACHMENTS:
Charles Clapsaddle 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

Charles Clapsaddle Month
June 2024

Whereas, longtime Station Manager Charles Clapsaddle has decided to retire after 25 years of providing an invaluable service to the citizens of Bradenton; and

Whereas, Mr. Clapsaddle and METV (Manatee Education Television) has a proven track record of broadcasting government meetings to keep our citizens informed; and

Whereas, Mr. Clapsaddle has received numerous awards and honors including NAACP's Community Service Award, Manatee Chamber of Commerce Chairman's Award, the Manatee County Tourism Development Council's Tourism Ambassador Award, Sarasota Magazine's Unity Award, the Manatee Community Foundation's Charles Clapsaddle Community Spotlight Award and the Manatee County Distinguished Citizen Award; and

Whereas, Charles has a passion for capturing stories and has produced seven documentaries on hard-hitting topics. He is an amazing story teller and enjoys bringing our local stories to life for all residents; and

Whereas, many government agencies and local organizations depend on the services provided by Mr. Clapsaddle and METV to document and record meetings providing a historical reference for generations to come; and

Whereas, the City of Bradenton wishes heartfelt congratulations to Mr. Clapsaddle on his well-earned retirement! Best wishes towards your new adventure!

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***June 2024*** as ***Charles Clapsaddle Month,*** and urges all citizens to extend congratulations to Mr. Clapsaddle for his dedication to keeping our City informed and a "Friendly City" for all to live, work and play!

Gene Brown
Mayor
June 4, 2024

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: World Elder Abuse Awareness Day

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation marking the 19th anniversary of World Elder Abuse Awareness Day.

ATTACHMENTS:
World Elder Abuse 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

World Elder Abuse Awareness Day
June 15, 2024

Whereas, City of Bradenton seniors are valued, contributing members of our society, and it is our collective responsibility to ensure they can age with dignity and peace of mind; and

Whereas, 2024 marks the 19th anniversary of ***World Elder Abuse Awareness Day***, and its recognition will foster a better understanding of abuse and neglect of older adults; and

Whereas, according to the FBI, elderly victims in the United States lost over 3.4 billion dollars to scams in 2023, and as a result, the Bradenton Police Department is proudly taking an active role in education and investigative resources to stem this epidemic; and

Whereas, the City of Bradenton recognizes the importance of protecting our most vulnerable citizens, prioritizing the prevention of elder abuse, and raising awareness to create a better understanding of abuse and neglect of older adults and their rights; and

Whereas, eliminating abuse to older persons is a community responsibility, and the City of Bradenton urges all residents to join us in this global movement to promote a safer community for our elder citizens so they can live their golden years with the security and dignity they deserve; and

Whereas, it is imperative to enhance efforts to prevent elder abuse, including financial exploitation, neglect and other forms of mistreatment, by providing education, resources and support to older adults and their caregivers.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***June 15, 2024*** as ***World Elder Abuse Awareness Day,*** and urges all citizens to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our City.

Gene Brown
Mayor
May 22, 2024

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-38 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approval for the $44,132.00 in SHIP funding loan for 1509 14th Avenue East.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This grant will provide $44,132.00 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 1509 14th Avenue East, in Ward 5. The city was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation.

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

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

SUGGESTED MOTION:
Motion to approve Resolution 24-38.

ATTACHMENTS:
Resolution 24-38

CITY OF BRADENTON

RESOLUTION NUMBER 24-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION **GRANT #760** FOR **1509 14th Ave E** FOR $44,132.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Elizabeth Kent, 1509 14th Ave E, Bradenton, Florida 34208** was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Pinnacle Group of Sarasota for $44,132.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation grant for **1509 14th Ave E** for $44,132.00 for **Elizabeth Kent**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF JUNE, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2024
SUBMITTED BY:	Karen Swartz, Administrative Services
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution 24-40 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Demolition/Reconstruction Project
SUGGESTED ACTION:	Approve the $194,544.00 in SHIP funding loan for 1110 8th Street East.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This grant will provide $194,544.00 in Housing Rehabilitation (SHIP) funding to demolish and reconstruct a single-family home located at 1110 8th Street East, in Ward 5. The city was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing demolition and reconstruction.

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

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

SUGGESTED MOTION:
Motion to approve Resolution 24-40.

ATTACHMENTS:
Resolution 24-40

CITY OF BRADENTON

RESOLUTION NUMBER 24-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP DEMOLITION/RECONSTRUCTION **LOAN #742** FOR **1110 8th St E** FOR $194,544.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Amy Montgomery, 1110 8th St E, Bradenton, Florida 34208** was determined eligible to receive assistance with demolition/reconstruction of her home; and

WHEREAS, the City awards funding for housing demolition/reconstruction projects through an open, competitive bidding process, and the bid submitted by Remco Builders for $194,544.00 was determined to be the lowest, most responsive bid; and

WHEREAS, SHIP funds encumbered for this project draw from the City of Bradenton's SHIP Local Housing Assistance Plan (LHAP) 2020-2023; and

WHEREAS, the City Council grants an exception to the LHAP 2020-2023 Section II, Strategy C Housing Demolition/Reconstruction item 4, increasing the maximum award from $150,000 to $220,000.

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

1. The City of Bradenton hereby approves the demolition/reconstruction loan for **1110 8th St E** for $194,544.00 for **Amy Montgomery**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12nd DAY OF JUNE, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-24 - Policy and Procedures Governing Review and Approval of Installation and/or Modification of Telecommunication Towers and Equipment on City Elevated Water Tanks and Adjacent Areas and Lease Agreements for Equipment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City Council wishes to establish and memorialize the policy, procedures, and guidelines to be followed by City personnel in the review and approval of installation and/or modifications of telecommunications towers and equipment on the City's elevated water tanks and adjacent areas, as well as entering into lease agreements and/or modifications thereto associated with the Tanks.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

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

ATTACHMENTS:

Resolution 24-24

CITY OF BRADENTON
RESOLUTION NUMBER 24-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING REVIEW AND APPROVAL OF INSTALLATION AND/OR MODIFICATION OF TELECOMMUNICATION TOWERS AND EQUIPMENT ON CITY ELEVATED WATER TANKS AND ADJACENT AREAS AND LEASE AGREEMENTS FOR EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton leases space on its Elevated Water Tanks (the "Tanks") and adjacent areas to telecommunication carriers for the installation of communication towers and associated equipment; and

WHEREAS, the primary purpose of the Tanks is to maintain pressure in the City's potable water system and provide fire protection storage; and

WHEREAS, accessibility and maintenance of the Tanks and the supporting structure is critical to the public health and safety of City residents; and

WHEREAS, the City Council wishes to establish and memorialize the policy, procedures and guidelines to be followed by City Personnel in the review and approval of installation and/or modification of telecommunication towers and equipment on Tanks and adjacent areas and entering into lease agreements with telecommunication carriers.

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

1. The City of Bradenton hereby adopts the Policy & Procedures for Review and Approval of Installation and/or Modification of Telecommunication Towers and Equipment on City Elevated Water Tanks and Adjacent Areas and Lease Agreements;
2. Said Policy consists of 8 pages and is attached to and a part of this Resolution;

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF JUNE, 2024.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

4662044v1

POLICY & PROCEDURES FOR REVIEW AND APPROVAL OF INSTALLATION AND/OR MODIFICATION OF TELECOMMUNICATION TOWERS AND EQUIPMENT ON CITY ELEVATED WATER TANKS AND ADJACENT AREAS AND LEASE AGREEMENTS FOR EQUIPMENT

Approved by City Council – Resolution 24-24 dated June 12, 2024

PURPOSE: The purpose of this policy (the "Policy") is to establish guidelines and procedures to be followed by City personnel in the review and approval of installations, modifications and lease agreements for communication towers and associated equipment on the City's elevated water tanks and adjacent areas. The City has five elevated water tanks (the "Tanks"):

- Tank 1: 209 6th Ave W
- Tank 2: 2906 6th Ave W
- Tank 3: 1915 8th Ave E
- Tank 4: 1801 17th Ave W
- Tank 5: 2901 59th St W

OVERVIEW: The City leases space on its Tanks and adjacent areas to telecommunication carriers for the installation of communication towers and associated equipment. The primary purpose of the Tanks is to maintain pressure in the City's potable water system and provide fire protection storage. Accessibility and maintenance of the Tanks and the supporting structure is critical to public health and safety. As such, this Policy is established to ensure no telecommunications facilities installed on City Tanks negatively impact the primary purpose of such Tanks.

In order to facilitate the review, permit and approval process for any new or proposed modifications to existing telecommunications equipment on or adjacent to the Tanks, this Policy sets forth the steps to be followed prior to allowing installation of any new telecommunications towers or modifications to existing telecommunications equipment and negotiation of leases or lease modifications associated therewith.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the review and approval of communication towers and associated equipment installations, modifications, and lease agreements on any of the Tanks and adjacent areas.

PROCEDURES:

A. Application and Permitting Process

Telecommunication carriers (the "Carriers") must submit an application for review and approval of any communication tower installations or modifications thereto, including associated equipment on adjacent areas. All applications for installation of new communication towers must be accompanied by a $1,000 filing fee. For proposed leases, the filing fee shall not be due until the City has confirmed that there is space available on the requested elevated water tank and the City is interested in entering into a lease at that location.

All applications for modifications of existing leases must be accompanied by a $1,000 filing fee that is due at the time of submittal of the application. **The City may only charge this fee for leases existing as of January, 2024, if the existing lease does not address the allowance of modifications.**

Any new telecommunication installations, modifications to existing equipment, lease agreements or modifications thereto are negotiated and managed by the City Administration Department in conjunction with the City Attorney and Department of Public Works and Utilities.

The Carrier requesting any additions or modifications will submit its application package to utilities engineering for review. Changes may be subsurface, surface or aerial. The application package will consist of:

- Public Works Application for work on an elevated water tank;
- Written documentation confirming that any modifications are within the scope covered in the existing lease agreement, if any;
- Structural analysis results signed and sealed by a Florida registered Professional Engineer;
- Construction plans signed and sealed by a Florida registered Professional Engineer;
- Intermodulation Study, if applicable (see below);
- Fully executed copy of existing Lease agreement (if applicable);
- Certificate of Insurance (COI) for the Contractor
- Primary Contact Agent for Carrier responsible for the project

The application package shall be emailed to pwengineer@bradentonfl.gov. The Public Works Engineering Division will then forward to the City's current Tank maintenance and inspection vendor (the "Vendor") with a copy to the Carrier instructing the Carrier to contact the Vendor to arrange payment and review. The subject line of the email needs to contain "City of Bradenton Elevated Water Tank # and address – Carrier Name".

Invoicing and payment are done directly through the Vendor by the Carrier. **Prior** to the review of the plans, the Carrier's permit agent shall make arrangements for payment with the Vendor. **In any circumstance that the City agrees to enter into a prepayment arrangement with the Vendor for any analyses required for modifications on behalf of a Carrier or multiple Carriers, a reimbursement agreement fully executed by said Carrier or Carriers is required in advance of any expenses being incurred by the City.**

All telecommunications facility additions and/or modifications are to be forwarded to the Vendor for structural review and comments to ensure that the proposed installation or changes do not cause a

structural loading issue aerially. The structural analysis should confirm that the antenna mounts can support the additional equipment and confirm that the water tower can support the mounts and additional equipment.

The cost of the review and inspection is the responsibility of the requesting Carrier. The Vendor will also review to assess whether the proposed changes will result in an increase in cost to the City for maintenance of the tank. Any such increase in cost shall be the responsibility of the requesting Carrier. The Carrier will be required to execute a Lease Modification outlining the revised rental payment including said increased cost. The Vendor does not comment on Carrier proposed changes to surface or subsurface.

If the Carrier is changing or adding frequencies and there are other wireless users on the site, the Carrier shall also provide an Intermodulation Study showing that there is no interference.

Utilities engineering is responsible for coordinating with drinking water operations, facility electrical operations and engineering plans for within the fence line of the elevated water tank site to ensure the Carrier proposed installations or changes do not impact existing or future improvements planned by the City.

Upon completion of payment by the Carrier and review by Vendor, the Vendor will provide a recommendation for approval or comments to the public works engineering staff, who will then forward to the Carrier's permit agent. The Vendor's comments are noted on the Carrier's construction plans and structural analysis report and returned to Utilities engineering. Any comments from Utilities engineering are added on the Carrier provided documents and returned to the Carrier's permit agent. The Carrier is allowed as many submittals and reviews as needed to get the proposed changes approved by the Vendor and Utilities engineering.

Once the Public Works and Utilities Engineering Division has approved, the documents will be forwarded to City Administration for review and final approval. Upon approval by the City Administrator, the Public Works Utilities Engineering division may then issue an authorization letter required by the submitting Carrier, and a Tank use permit is issued to the Carrier's permit agent. Authorization letters and Tank use permits are valid for six months from the date of issuance.

Modifications to a Tank require a building permit which may include a Maintenance of Traffic Plan, and may require an electrical permit. Once the Public Works Department has approved construction plans, the Carrier must apply for a building permit, and electrical permit if applicable, through the Building Department. The building permit application must include the previously approved construction plan, structural analysis, and the permit application fee as well as any necessary Maintenance of Traffic Plan. The Building Department will review, comment if necessary, and forward the application to zoning and public works for review. Public Works will then confirm that the construction drawings submitted with the

application match those that were previously submitted and approved, and any building permit and electrical permit if applicable, is issued.

B. Site Access

Elevated Water Tanks and adjacent areas are secure. Access is provided by the Public Works & Utilities Staff. A 48-hour advance notice requesting entry to the site shall be provided by emailing DrinkingWater@bradentonFL.gov.

A Utilities Engineering inspector will be assigned for the Carrier's permit agent to coordinate with once they mobilize for performing any proposed installations or changes. Drinking water operations staff visit each elevated water tank site a minimum of once per day as part of their daily responsibilities.

C. Post-Construction Requirements

An inspection, completed by the Vendor will be required for all completed work. To schedule the inspection, the Carrier's contractor shall email the public works staff at pwengineer@bradentonfl.gov and the Tank Vendor within 48 hours of completion of the work to schedule the inspection. Inspections must be completed within 10 calendar days. Failure to schedule and pass an inspection may result in future permits being denied by Public Works & Utilities.

Each Carrier must complete a close-out package upon the completion of construction or modification to a site. A post-construction site walk through inspection is required with the Carrier's contractor and the Utilities engineering inspector and drinking water operations superintendent to ensure that all debris and discarded or leftover construction materials have been removed from the site and the site has been restored to its pre-installation condition.

The close-out package shall include:

- A copy of as-built drawings signed by the contractor as final
- Photos of on-tower installations or modifications, as completed that show that the equipment is installed where indicated on the original drawings/plans
- Tape drop (if equipment is being mounted at a different height on the water tower)

Record drawings are required for all work completed on or adjacent to a Tank. Record drawings shall include all underground, site, and elevated improvements. All drawings shall show adjacent facilities and distances. Record drawings shall be submitted within 30 calendar days following the final inspection of the site. Failure to submit record drawings may result in future permits being denied by Public Works & Utilities.

The Public Works & Utilities Department shall maintain within the site files the following: construction drawings, structural analyses, permits, leases, the close-out package, and any other supporting documentation.

D. City Required Repairs & Maintenance of Elevated Water Tanks with Existing Leases

In the event it is necessary for the City to make repairs or perform maintenance to an Elevated Water Tank and adjacent areas that may interfere with the Carrier's use of its communications equipment under leases existing prior to the effective date of this policy, the City shall use its best efforts to provide thirty (30) days prior notice to Carrier, unless such notice is impractical due to an emergency.

In Circumstances where removal of Carrier equipment is necessary to accommodate necessary maintenance or repainting of an Elevated Water Tank, the City shall provide 180 days advance notice prior to any removal where practicable.

The Carrier will be responsible for any costs associated with removal, and any costs associated with the Carrier's use of a temporary transmission site or cell on wheels.

The Public Works & Utilities Department will consult with the Planning Department, the City Administration Department, and the City Attorney prior to, or in conjunction with, said notification to Carrier's to determine what agreements (i.e. Temporary Construction & Access Utility Agreements; Reimbursement Agreements), or permits will be required. Any necessary Agreements, permits or Maintenance of Traffic Plans required for removal of equipment, erection of temporary transmission site or cell on wheels will be negotiated and finalized in advance of the anticipated start date for said maintenance or repairs.

E. New **Leases**

All leases between the City and a Carriers shall contain all provisions which are customary to a standard lease agreement, including, but not limited to:

- Names and address of parties in interest
- Address of Premises to be leased
- Allowed use of the premises
- Carrier's right of termination
- Carrier's ownership and right of removal of equipment
- Insurance requirements
- Notice Provisions

- Default provisions
- Maintenance and repair provisions
- Access provisions
- Non-Interference provisions
- Assignment
- Indemnification
- Utilities responsibilities
- Mechanic's Lien provisions
- Fire or Casualty
- Force Majeure
- Severability
- Governing Law, Jurisdiction and Venue

City Staff shall work in conjunction with the City Attorney to prepare and finalize all lease agreements with Carriers. In addition, the lease agreements shall also include the following preferred lease terms (the "Preferred Lease Terms"), which may be subject to market changes and negotiations with Carriers:

1. **Term:**

   a) **New Lease Agreements**: The term for new leases will not exceed 20 years.
   b) **Extension of Existing Lease Agreements**: Extensions of existing leases shall not be allowed until the last term of the then existing lease agreement. If an extension is requested during the last term of the then existing lease agreement, the lease shall be extended for **no more** than two 5-year terms.
   c) **Termination Rights**: In new lease agreements, the City shall not be able to terminate within the first 10 years of the lease. Thereafter, the City shall have the limited right to terminate the lease for municipal purposes. For lease extensions, the City shall have the limited right to terminate for municipal purposes.

2. **Rent:**

   a) **New Leases**: The base rate for new leases shall be $30,000 per year.
   b) **Extensions of Existing Lease Agreements**: The base rent for extensions to existing leases shall be $36,000 per year.
   c) **Option Fee**: Upon the execution of a lease agreement and prior to commencement of construction, the Carrier will pay a $3,000.00 option fee to protect the City from losses incurred in connection with the staff time spent in the review and approval process in the event the Carrier never commences the lease.

3. **Equipment Rights & Rights to Alter Equipment:**

a) **Equipment Definition**: The equipment to be placed on the water tower and adjacent areas shall be defined as that which is shown in an attached exhibit that includes the full construction drawings. The lease areas shall be clearly shown and defined in the lease verbiage and in the construction drawings. The tower top equipment shall be listed in the construction drawings or in an addendum showing specific model numbers, quantities and mounting locations of the antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and any coaxial or hybrid fiber cables.

b) **Modifications to Tower Top Equipment**:

i. The Carrier may replace their existing equipment with equipment of the same or smaller size provided that the wind loading of the equipment does not increase. The Carrier must provide proper documentation and get approval from the Utilities Engineering Division, which approval which shall not be unreasonably withheld, delayed or conditioned;

ii. As to equipment that is larger or heavier or more numerous than the existing equipment, approval by the City shall be required and any such approval may be conditioned upon the agreement to payment of additional rent. Any such change in equipment shall be memorialized in an amendment to the existing lease. Said Modification shall also include that the City shall have the right to terminate the lease for municipal purposes.

c) **Ground Equipment**: Carriers shall be permitted to replace, add or remove equipment on areas adjacent to the Tank provided that such equipment is within the described lease area and subject to prior approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

d) **Temporary Removal** : Leases shall include language that clearly obliges the Carrier to remove its equipment from the Tank if work needs to be done on the Tank which may affect the Carrier's use of the demised premises, provided the City provides 30 days advance notice, unless such notice is impractical due to an emergency and that City shall not be liable for special, consequential or punitive damages to the Carrier if it fails to do so. The Carrier shall be required to remove the equipment from the Tank if necessary to accommodate repainting or repairing of the water tower, at the sole discretion of the City. The City shall provide 180 days advance notice prior to any required removal, where practicable. Unless the City requires removal more than once in a 10-year period, the Carrier shall pay for any costs associated with relocation. In the event of such temporary removal, the City may permit the Carrier to use a temporary transmission site or cell on wheels

("COW") in a location on the demised premises reasonably agreed upon between the City and the Carrier. The City shall not move or relocate Carrier's equipment unless (i) the Carrier has failed to do so after first having received written notice of such requirement; or (ii) in the event of emergency, but then only after the City has attempted to contact the Carrier, if practicable, to require emergency relocation at such emergency telephone number that the Carrier provided by notice to the City.

The City shall obtain a market analysis report every 5 years to confirm the Preferred Lease Terms are in accordance with the market and this Policy shall be updated as necessary.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-55 - Revised Emergency Operations Implementation and Emergency Pay Policy and Procedures

SUGGESTED ACTION: Adopt Resolution 24-55.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 26, 2023, City Council adopted Resolution 23-60: Emergency Operations Implementation and Emergency Pay Policy. The Florida Department of Emergency Management recommended changes to the policy relative to employees who are reassigned to perform different duties, work outside their departments and/or work at different locations as part of our Disaster Recovery Assessment associated with the City's participation in the F-ROC Program. The policy is also being amended to cover work performed when employees are pulled away from their regular duties to perform pre-disaster and disaster protective measures to allow the City to request reimbursement, to the extent under FEMA Public Assistance Grants, for said pre-disaster declaration work.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:

Motion to approve and adopt Resolution 24-55.

ATTACHMENTS:
Resolution 24-55

CITY OF BRADENTON
RESOLUTION NUMBER 24-55

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY FOR CITY OF BRADENTON EMPLOYEES; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citizens of the City of Bradenton depend on City employees before, during and after an emergency or disaster, whether man made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for health, safety and quality of life; and

WHEREAS, during emergency situations that threaten the health and safety of Bradenton's citizens, all employees are expected to work immediately before, during or immediately following an emergency or disaster as required by the circumstances; and

WHEREAS, on July 26, 2023, City Council approved and adopted Resolution 23-60 Emergency Operations Implementation and Emergency Pay Policy, establishing the guidelines for the responsibilities and compensation of City of Bradenton employees and memorializing the Emergency Operations Implementation and Emergency Pay Policy and Procedures by Resolution; and

WHEREAS, the Florida Department of Emergency Management recommended changes to the Policy relative to employees who are reassigned to perform different duties, work outside their departments and/or work at different times and locations as part of our Disaster Recovery Assessment associated with the City's participation in the F-ROC program; and

WHEREAS, the Policy is also being amended to cover work performed when employees are pulled away from their regular duties to perform pre-disaster and disaster protective measures to allow the City to request reimbursement, to the extent recoverable under FEMA Public Assistance Grants, for said pre-disaster declaration work;

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

1. The City of Bradenton hereby amends and adopts the Emergency Operations Implementation and Emergency Pay Policy.

2. Said Policy consists of 4 pages and is attached to and made a part of this Resolution.

3. Effective Date. This Resolution shall take effect immediately upon adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12TH DAY OF JUNE, 2024.

ATTEST:

TAMARA MELTON CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY

Approved by City Council – Resolution 23-60 dated July 26, 2023
Revised By City Council – Resolution 24-55 dated June 12, 2024

PURPOSE: To establish guidelines for the duties and compensation of City of Bradenton employees before, during and after a declared State of Emergency and/or when normal City operations are otherwise declared suspended.

OVERVIEW: The Citizens of the City of Bradenton depend on City employees before, during and after an emergency event, whether man-made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for the health, safety and quality of life for our City and its Citizens. City employees demonstrate pride and a commitment to quality customer service by ensuring continuity of operations and provision of public services to the extent they are able during the crucial periods associated with these events.

All employees of the City of Bradenton hold essential service positions in the general sense, and provide services in the course and scope of their employment for the benefit of the general public. However, during emergency events that threaten the health and safety of Bradenton's citizens, many employees are particularly essential to the City's response, and therefore will be expected to work immediately before, during, or for a period of time following the emergency event as required by the circumstances.

This policy applies to all regular full-time City employees. For employees covered by a Collective Bargaining Agreement (CBA), should the terms of this policy be in conflict, the terms of the CBA shall prevail.

AUTHORITY: Authority has been granted by the Bradenton City Council to implement and enforce this Emergency Operations Implementation and Emergency Pay Policy.

DEFINITIONS:

- *Emergency Essential Employees:* Employees who are critical to protecting and preserving the health, safety and welfare of City residents, business owners and visitors during an emergency event, and who will be required to work before, during and/or after that event.

- *Emergency Non-Essential Employees:* Employees who are not critical to protecting and preserving the health, safety or welfare of City residents, business owners or visitors during an emergency event. Emergency Non-Essential employees may, in the discretion of their Department Directors,

be relieved from duty, or directed to work from home, before, during and/or after an emergency event.

Emergency Operations Period: Such periods of time when the City Administrator, or designee, exercises his or her authority to suspend normal City government operations due to an impending or actual emergency event.

PROCEDURE: The City Administrator or designee will activate this policy upon the declaration of a State of Emergency by the City, or when normal City operations are otherwise declared suspended due to an emergency event, the ("Emergency Operations Period"), and employees are pulled away from their regular duties to perform pre-disaster and disaster protective measures.

Department Directors are responsible for identifying and notifying those employees who are considered Emergency Essential, and shall ensure that all Emergency Essential employees are aware of their roles and responsibilities in an emergency event. Department Directors shall maintain an up-to-date emergency contact list for all employees, and shall distribute the list to all Divisions.

EMERGENCY DUTIES: During an emergency event, in preparation for an emergency event, or during restoration and recovery following an emergency event, the City temporarily may assign employees to perform different duties, work outside their departments, and/or work at different times and locations. In such circumstances, Department Directors/Supervisors shall assign duties according to employees' knowledge, skills and physical abilities.

Employees who are reassigned to perform different duties, work outside their departments, and/or work at different times and locations shall be paid pursuant to the terms set forth in this policy based on their normal pay rate and not the pay rate of the services they performed.

Any employee who is temporarily replacing another employee who is responding to the emergency incident (backfill employee) shall be paid pursuant to the terms set forth in this policy based on their normal rate of pay and not the rate of pay of the employee they are replacing.

EMERGENCY COMPENSATION: Prior to the declaration of an emergency or suspension of normal operations, the City is considered open for business. Employees who, without prior authorization, fail to report to work are considered to be on **Leave *Without* Pay Status**, and may be subject to discipline up to and including termination. Employees will be paid at their normal rates of pay. Employees working outside their normally-scheduled workdays or shifts during this time will be paid for overtime hours based on their FLSA exemption statuses.

EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY

Once an emergency or suspension of normal operations has been declared, the City is considered closed for business. The following practices shall apply, unless otherwise set forth by Resolution of City Council in conjunction with the declaration:

(a) **Non-exempt Emergency Essential Employees** will be paid at time and one-half their straight-time pay rates **for every hour worked** until the State of Emergency or suspension of normal operations is lifted.

(b) **Exempt Emergency Essential Employees** will be paid, at a minimum, their weekly salaries, subject only to those deductions expressly permitted by the FLSA's interpretive regulations. For every hour **worked** during the workweek(s) in which the State of Emergency or suspension of normal operations is in effect, exempt emergency essential employees will be paid premium pay at the rate of one and a half times the effective hourly rate of their salary. For purposes of calculating the additional compensation described by this paragraph, the employee's normal weekly salary shall be converted to a straight-time rate by dividing the weekly salary by forty (40).

(c) **Non-exempt Emergency Essential Employees** who are not members of a Collective Bargaining Unit and are not scheduled to work during the emergency, but who are designated as emergency stand-by, shall be compensated for hours falling within their normal workweek at the employee's normal rate; and shall further be compensated at time and one-half their straight-time rates for all time called out, and if not called out shall be compensated with three (3) additional hours of straight time for each day so designated. Non-exempt employees who are members of a Collective Bargaining Unit and who are not scheduled to work during an emergency, but who are designated as emergency stand-by, shall be compensated in accordance with the terms of their Collective Bargaining Agreement. Hours for which a Non-Exempt Emergency Essential Employee is designated as emergency stand-by, but is not called out, shall not be counted as "hours worked" for purposes of overtime eligibility.

(d) **Non-Exempt and Exempt Emergency Essential** employees who are assigned to report to duty at any station, shelter, operations center or other City facility, and to remain there until released to leave, shall be considered to be working on a continuous basis from the time they enter the facility until the time they are released. Non-Exempt employees shall be compensated at the rate of time and one-half their straight-time rates for all such hours, and Exempt employees shall be paid, at a minimum, their weekly salaries, subject only to those deductions permitted by the FLSA's interpretive regulations. For every hour worked during the workweek(s) in which the State of Emergency or suspension of normal operations is in effect and the employee is on duty at one of these locations, they shall be paid premium pay

at the rate of time and one-half the effective hourly rate of their salary. Straight-time rates for exempt employees shall be calculated as set forth in paragraph (b).

(e) During the State of Emergency or suspension of normal City operations, the City Administrator, or designee, may direct that **Emergency Non-Essential Employees** normally scheduled to work be released from duty until the declaration is lifted. Those employees released from duty will be considered to be on **Leave With Pay** status. Hours falling within an Emergency Non-Essential employee's normal workweek and working hours shall be paid at the employee's normal rate, and, for non-exempt employees, the hours shall not be considered "hours worked" for purposes of overtime eligibility. Emergency Non-Essential Employees are expected to perform pre-declaration preparations as requested until released.

(f) **Exempt and Non-Exempt Emergency Non-Essential Employees** who are required to report to work at any time during the period when the declaration is in effect, or who are authorized to work from home during an emergency on either emergency-related activities, or normal duties in the interest of continuity of operations, will be compensated for hours worked as set forth in (a) and (b) above, as applicable.

A Memorandum will be sent out to all employees via email at the time a declaration is declared, or when normal City operations are otherwise declared suspended due to an impending emergency event and some employees are pulled away from their regular duties to perform pre-disaster protective measures which explains and lists the documentation which **must** be completed to track time, materials, equipment and labor usage during the emergency event. The memorandum will also set forth instructions on the proper input of time entry into the Tyler ERP System. **Those responsible for approval of payroll batches must review all post declaration time entries to ensure the accuracy of the same.**

FOLLOWING THE EMERGENCY: Once a declared emergency or suspension of normal operations has been lifted, all employees will return to work. The City may require that certain employees continue to perform emergency duties until recovery operations have concluded, but these employees shall return to their normal rates of pay. Employees not previously directed where and when to report shall contact their immediate supervisors for return-to-work information. Employees who, without prior authorization, fail to return to work as directed are considered to be on **Leave *Without* Pay Status**, and may be subject to discipline up to and including termination.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) between the City of Bradenton and the Community Redevelopment Agency for Repayment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

City of Bradenton Community Redevelopment Agency has previously issued its Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk project), with an maturity date of September 2037. The City of Bradenton intends to refund the Series 2011 Bonds through issuance of its Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (Series 2024 Bonds) to achieve debt servicing savings.

The City of Bradenton Community Redevelopment Agency will continue to pay the Tax Increment Revenue associated with the Series 2011 Bonds. The City of Bradenton will collect the Series 2011 Bonds Tax Increment Revenue to pay the annual debt service portion of the Series 2024 Bonds related to the refunding. The Series 2024 Bonds associated with the refunding will be a continuation of debt represented by the Series 2011.

FINANCIAL IMPACT:

Annual savings are approximately $40,000 in 2024-2037.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement with the Community Redevelopment Agency.

ATTACHMENTS:
ILA with the Community Redevelopment Agency

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Mark T. Mustian, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

ABOVE SPACE RESERVED FOR RECORDING PURPOSES ONLY

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2024, by and between the **CITY OF BRADENTON**, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON,** a dependent special district of the City of Bradenton created as a redevelopment agency under the laws of the State of Florida, hereinafter referred to as the "AGENCY".

W I T N E S S E T H:

WHEREAS, the AGENCY has been duly created pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (the "Redevelopment Act"); and

WHEREAS, the AGENCY has previously issued its Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk Project) (the "Series 2011 Bonds"), which Bonds are secured by a pledge of and lien on all of the increment tax revenues (and any proceeds derived from the investment of such revenues) (collectively, the "Tax Increment Revenues") that are derived within the Redevelopment Area and deposited to the Community Redevelopment Trust Fund in accordance with Chapter 163, Part III, Florida Statutes and Ordinance Nos. 2265 and 2892 adopted by the City Council of the CITY on October 14, 1981 and June 11, 2008, respectively, as the same may be amended and supplemented from time to time, after satisfying any payment obligations to Manatee County, Florida pursuant to the County Administration Center Interlocal Agreement, all within the meaning of a resolution of the City of Bradenton Downtown Development Authority, acting as the governing body of the AGENCY, adopted on May 24, 2011; and

WHEREAS, the CITY intends to refund the Series 2011 Bonds through the issuance of its Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds") to achieve debt service savings; and

WHEREAS, the AGENCY and the CITY wish to provide for the continued collection of the Tax Increment Revenues and use of the same to pay the portion of the Series 2024 Bonds corresponding to the refunded Series 2011 Bonds after the occurrence of such refunding;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the CITY and AGENCY understand and agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for the CITY and AGENCY to continue to collect and pay the Tax Increment Revenues as aforesaid after the refunding of the Series 2011 Bonds. The portion of the Series 2024 Bonds relating to said refunding shall be in all respects deemed a continuation of the debt represented by the Series 2011 Bonds. In the event such refunding of the Series 2011 Bonds does not occur, this Agreement shall be of no effect.

SECTION 2. DURATION OF AGREEMENT. This Agreement shall remain in effect through the date on which the Series 2011 Bonds would otherwise have matured and been paid in full in accordance with their terms.

SECTION 3. COOPERATION. The AGENCY shall cooperate with the CITY in providing such assistance as may be necessary and reasonable in issuing the Series 2024 Bonds as described in this Agreement.

SECTION 4. CONSTRUCTION. This Agreement is to be construed according to Florida law.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested and sent to:

FOR CITY: Rob Perry, City Administrator
101 Old Main Street West
Bradenton, Florida 34205

FOR AGENCY: Community Redevelopment Agency of the City of Bradenton
101 Old Main Street West
Bradenton, Florida 34205

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument in counterparts for the purpose herein expressed, as of the date first expressed above.

CITY OF BRADENTON, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

_____
City Attorney

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

By:_____
Chairman

ATTEST:

_____
CRA Executive Director

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Mattison's Request for Parking Space Closure

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Mattison's Restaurant has requested the closure of 6 spaces at the city parking lot located next to their facility. They utilize the spaces during July 4th for customer drop offs and pickups.

The six spaces would be closed from 10 a.m.-10 p.m. July 4th.

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

ATTACHMENTS:
2024 Mattison's July 4th Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Mattison's Riverwalk Date of Application: 5.25.24

Contact Name: Liz Fridenberg Contact Phone 1: 941-896-9660

Contact Email: lizf@mattisons.com Contact Phone 2: _____

Address: 101 Riverfront Blvd

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: July Fourth 2024 Event Date: 7-04-24

Purpose of Event: provide restaurant access to guests

Description of Event: _____

Event Location: Parking area drive-thru in front of Mattison's City-owned parking lot.

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	7-4-24		10 am	10 pm	
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 4 Past Attendance: _____

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location

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

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

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

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

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

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Liz Fridenberg, applicant/event organizer for Fourth of July 2024 (event), scheduled for (date&hours), 10 am - 10 pm, from 7-04-24 to 7-04-24, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Elizabeth Fridenberg — Signature of Applicant/Event Organizer

Mathison's Riverwalk — Organization

Elizabeth Fridenberg G.M. — Typed or Printed Name and Title

5-25-24 — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Elizabeth Fridenberg — Signature of Applicant/Event Organizer

Mathison's Riverwalk — Organization

Elizabeth Fridenberg G.M. — Typed or Printed Name and Title

5-25-24 — Date

(03/2022)

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

Name of Requestor: Liz Fridenberg

Name of Organization: Mattison's Riverwalk

Street Address: 101 Riverfront Blvd

City: Bradenton State: FL Zip: 34205

Telephone: 941-896-9660 Email: lizf@mattisons.com

Name of Event: Fourth of July 2024

Start Date: 7-4-24 End Date: 7-4-24 Start Time: 10am End Time: 10 pm

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

Parking area drive thru in front of Mattison's.
in the City parking lot.

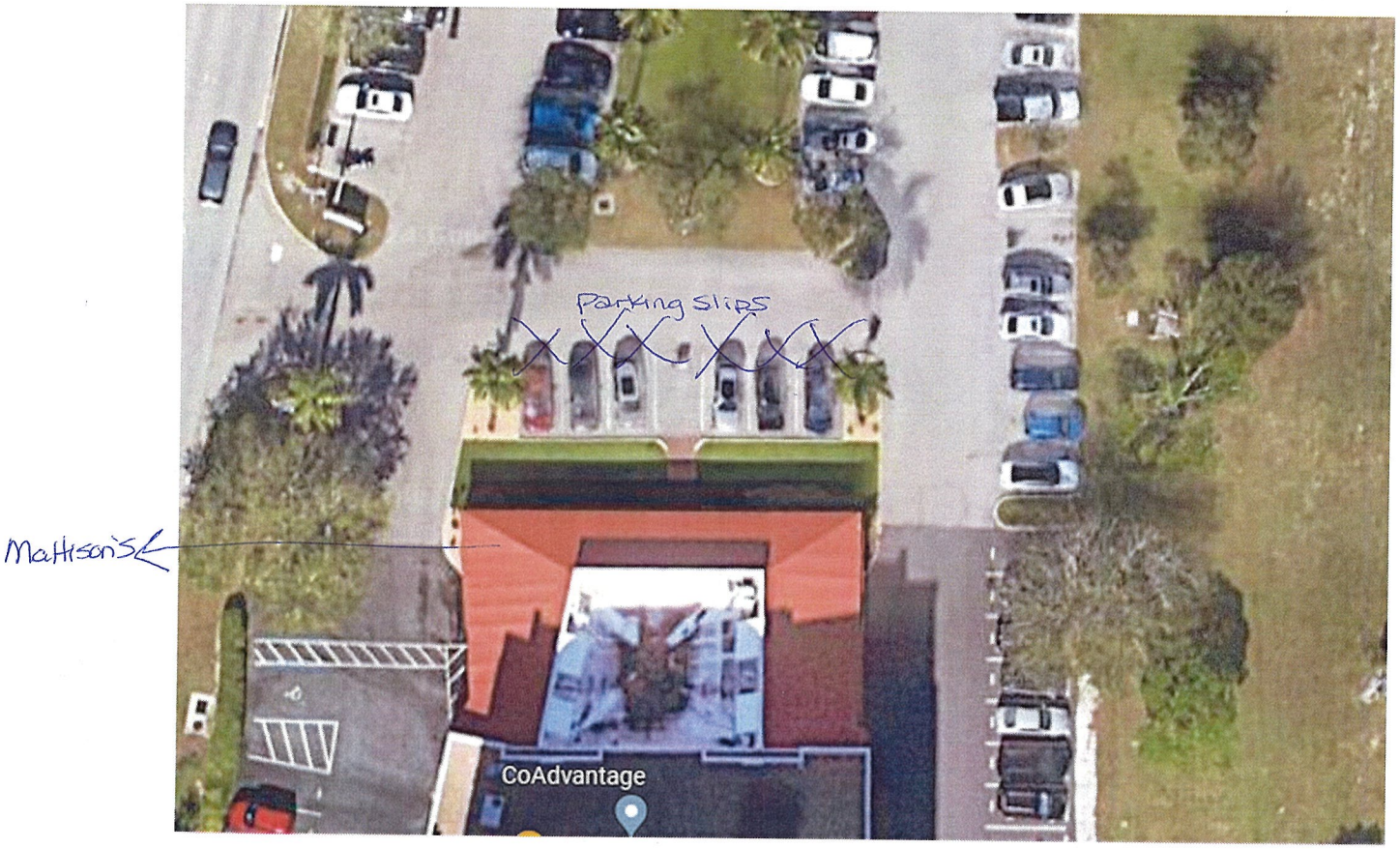
Proposed detour route (include alternative road and map):

Additional notes and comments:

Ingress / Egress of parking lot not affected

(03/2022)

Closure of 6 parking slips alongside Mattison's for valet use during July 4th.



Google Maps



Area in front of restaurant

ww.google.com/maps/@27.4990112,-82.5627909,17z

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Tamara Melton, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) between the City of Bradenton and Manatee County for the County owned Administration Center Parking Garage located at 414 10th Street West, Bradenton, Florida 34205

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Manatee County owns an Administration Center Parking Garage located at 414 10th Street West, Bradenton, Florida 34205, which includes 97 metered parking spaces for the public with signage, vehicle entryways, and pedestrian access.

The City shall solely be responsible for parking enforcement within the Parking Facilities, including enforcement of parking rules and use of payment kiosks, and maintenance, repair, and replacement of payment kiosks, and parking signage. The City is not responsible for parking enforcement in the County employee parking area, located beyond the gate on Level 4.

The City shall be solely responsible for collecting the revenues generated by the parking kiosks and the revenues generated by levying fines for failure to follow the parking rules. All Parking Facilities Revenues collected by the City shall be used by the City to pay the costs incurred by the City in performing its obligations as set forth in Section 21.

The Interlocal Agreement shall remain in effect until September 30, 2025. The

City and the County may renew this Interlocal Agreement annually for four years, in writing, for a maximum term not to exceed 5 years. To the extent the Parking Structure or Parking Facilities are no longer inhabitable or are torn down or demolished, this Interlocal Agreement shall terminate automatically.

FINANCIAL IMPACT:
All Parking Facilities revenues collected by the City shall be used by the City to pay the costs incurred by the City in performing its obligations.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille and Paul Driscoll.

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement between the City of Bradenton and Manatee County regarding operation and maintenance of the Administration Center Public Parking Facilities.

ATTACHMENTS:
ILA with Manatee County for the Administration Center Parking Garage
BOCC Cover Memo for the June 11, 2024 Meeting

INTERLOCAL AGREEMENT
regarding
OPERATION AND MAINTENANCE OF ADMINSTRATION CENTER PUBLIC PARKING FACILITIES

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into as of the ____t day of _____, 2024, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **City of Bradenton**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "City", and both collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the County owns an Administration Center Parking Garage ("Parking Structure") located at 414 10th Street W, Bradenton, Florida 34205, which includes ninety-seven (97) metered parking spaces for the public with signage, vehicle entryways and pedestrian access (collectively, the "Parking Facilities"). The spaces are numbered 4 through 101 and include two (2) spaces located on floors 2 and 3 dedicated to motorcycle parking and one (1) purple heart space reserved for veterans. Parking spaces one (1) and two (2) are reserved for the County, space three (3) is reserved for the Manatee County Sheriff, and space thirty-eight (38) is designated as a "no parking" space and is not included in the "Parking Facilities"; and

WHEREAS, the City and the County decided to enter a cooperative relationship regarding parking enforcement of the Parking Facilities; , including maintenance of the parking pay stations and associated signage and

WHEREAS, Section 163.01, *Florida Statutes,* the "Florida Interlocal Cooperation Act", permits the County and the City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to set forth their mutual obligations with respect to the operation and maintenance of the Parking Facilities by the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained

herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
PARKING ENFOCEMENT AND MAINTENANCE OF PARKING FACILITIES

2.1 City Operation and Maintenance. The City shall solely be responsible for parking enforcement within the Parking Facilities, including (a) enforcement of parking rules and use of payment kiosks, and (b) maintenance, repair, and replacement of payment kiosks and parking signage. The City is not responsible for parking enforcement in the County employee parking area, located beyond the gate on Level 4. The City shall have no other responsibilities related to the Parking Structure or Parking Facilities, unless specifically stated or provided herein.

2.2 Parking Revenues. The City shall be solely responsible for collecting the revenues generated by the parking kiosks and the revenues generated by levying fines for failure to follow the parking rules (collectively, "Parking Facilities Revenues"). All Parking Facilities Revenues collected by the City shall be retained by the City and used by the City to pay the costs incurred by the City in performing its the City's obligations as set forth in Section 2.1.

Article III
TERM AND RENEWAL.

3.1 Effective Date. Pursuant to Section 163.01(11), *Florida Statutes*, this Interlocal Agreement shall become effective upon approval and execution by both Parties and the filing of the Interlocal Agreement with the Clerk of the Circuit Court of Manatee County, Florida, and shall remain in effect until September 30, 2025, unless extended as provided herein.

3.2 Term and Renewal. Subject to the requisite approval by the Board of County Commissioners of Manatee County and the City of Bradenton's Council, and upon expiration of the date in Section 3.1 above, the City and the County may renew this Interlocal Agreement annually for up to four additional one-year terms. To the extent the Parking Structure or Parking Facilities are no longer inhabitable or are torn down or demolished, this Interlocal Agreement shall terminate automatically.

Article IV

AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners and for the City by its City Council, and only if properly executed by all the Parties hereto.

4.2. Enforcement. The Parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the Parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement. The obligations of the County and the City hereunder are subject to annual appropriation of legally available funds by their respective governing boards.

5.3 Force Majeure. No party shall be required to perform any obligation under this Interlocal Agreement or be liable to the other party for any delay or failure to perform, or damages resulting from said delay or failure, if caused by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing or delaying party is unable in whole or in part to prevent or overcome.

5.4 Ambiguities. The Parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior

to its execution, such that all language herein shall be construed equally against the Parties, and no language shall be construed strictly against its drafter.

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

5.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. Should any section or portion of this Interlocal Agreement be proven unlawful, then only that portion shall become invalid and all other provisions shall remain in full force and effect, provided that the invalidated or unenforceable section(s) or portion(s) is not material to this Interlocal Agreement's intended purpose and the Parties' rights and obligations of the Parties contained are not materially prejudiced.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement, whether by arbitration, litigation, or mediation, shall be in the Circuit Court for the Twelfth Judicial Circuit in and for Manatee County, Florida.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County by the County, within ten (10) days after both Parties have executed same, and the County shall be responsible for any fees and costs incurred related to such filing.

5.10 Indemnification. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify the other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the indemnifying party's obligations under this Agreement or the use or maintenance of the Parking Facilities, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The Parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and

each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Interlocal Agreement do not intend that this Interlocal Agreement benefit any third party, and nothing herein should be construed as consent to be sued by third parties in any matter arising out of this Interlocal Agreement.

5.11 Insurance. Each of the Parties hereto shall procure and maintain insurance coverage for itself, its officers, agents and employees, in amounts and types of coverage reasonably sufficient to indemnify the other in accordance with Section 5.10 above. Each of the Parties hereto shall, upon request, provide the other with a certificate of insurance or other written evidence demonstrating that it has procured and maintained such insurance. Each of the Parties hereto may meet the insurance requirements of this Section through a self-insurance program established in accordance with Section 768.28 of Florida Statutes.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:
Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to:
Manatee County Clerk of the Circuit Court
Angelina Colonneso, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City:
City of Bradenton Chief of Police

100 10th Street W
Bradenton, Florida 34205
Facsimile: (941)932-9393

With copies to: City of Bradenton Police Legal Advisor
100 10th Street W
Bradenton, Florida 34205

Facsimile: (941)932-9393

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

ATTEST: ANGELINA COLONNESO,
CLERK OF CIRCUIT COURT AND COMPTROLLER

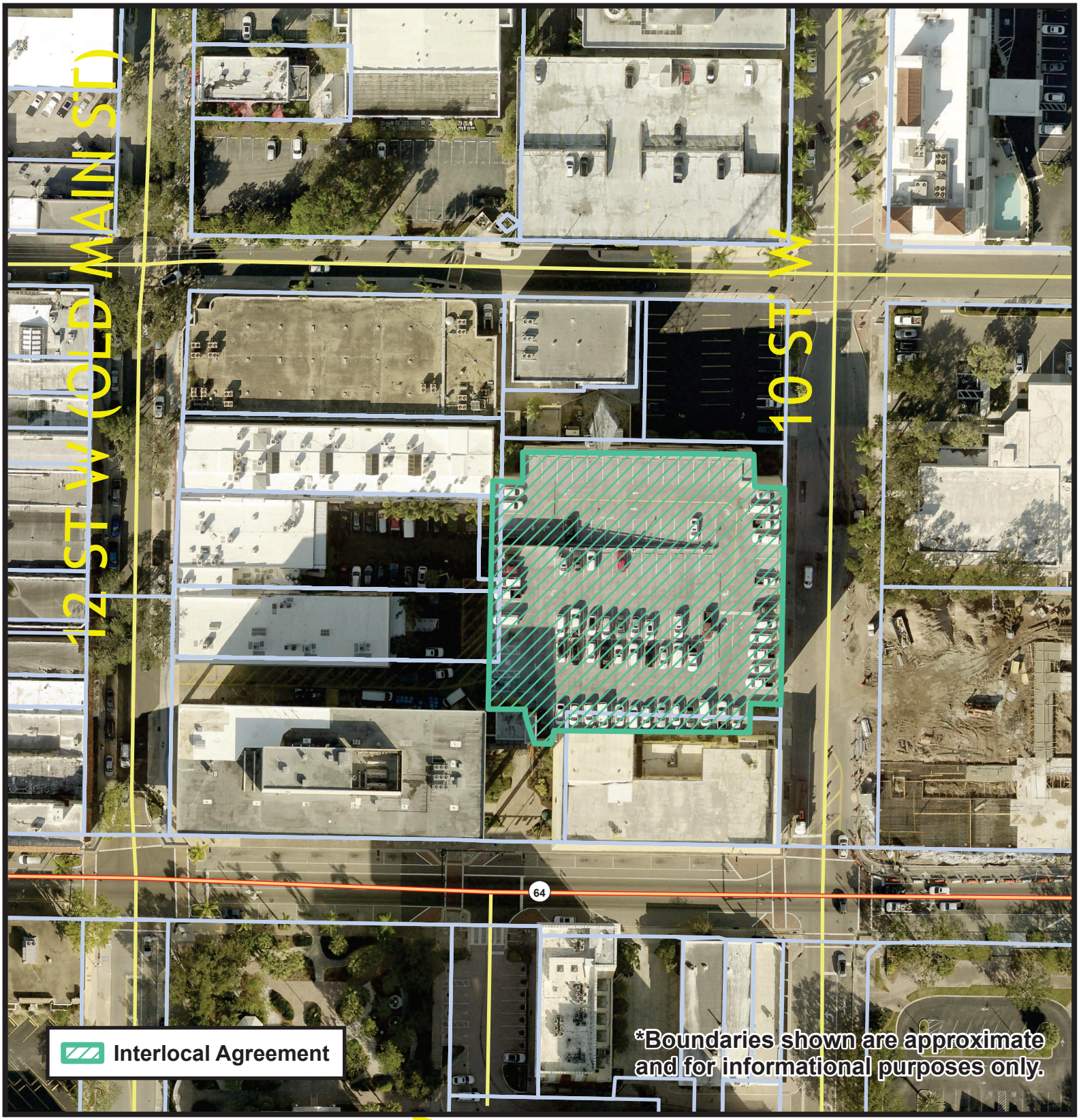
By: _____
Deputy Clerk

CITY OF BRADENTON, a political subdivision of the State of Florida

By:_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk



INTERLOCAL AGREEMENT

N
W E
S

MANATEE COUNTY ADMINISTRATION CENTER PARKING GARAGE
414 10TH STREET WEST
BRADENTON, FLORIDA 34205
PID 3297510004

DISTRICT 3 - KEVIN VAN OSTENBRIDGE

Manatee County FLORIDA

June 11, 2024 - Regular Meeting

Subject
Execution of an Interlocal Agreement (ILA) between City of Bradenton and Manatee County for County owned Administration Center Parking Garage located at 414 10th Street West, Bradenton, Florida 34205 - District 3

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Charles Meador, Property Acquisition Division Manager, Property Management Department, Extension 6289

Claudia Ruiz, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6288

Action Requested
• Execution of Interlocal Agreement

Enabling/Regulating Authority
• Section 163.01, Florida Statues, Florida Interlocal Cooperation Act

Background Discussion
• Manatee County owns an Administration Center Parking Garage (“Parking Structure”) located at 414 10th Street West, Bradenton, Florida 34205, which includes ninety-seven (97) metered parking spaces for the public with signage, vehicle entryways and pedestrian access (collectively, the “Parking Facilities”). The spaces are numbered 4 through 101 and include two (2) spaces located on floors 2 and 3 dedicated to motorcycle parking and one (1) purple heart space reserved for veterans. Parking spaces one (1) and two (2) are reserved for the County, space three (3) is reserved for the Manatee County Sheriff, and space thirty-eight (38) is designated as a “no parking” space and is not included in the “Parking Facilities”.
• The City of Bradenton and the County decided to enter a cooperative relationship regarding parking enforcement of the Parking Facilities;, including maintenance of the parking pay stations and associated signage.
• The City shall solely be responsible for parking enforcement within the Parking Facilities, including (a) enforcement of parking rules and use of payment kiosks, and (b) maintenance, repair, and replacement of payment kiosks and parking signage. The City is

not responsible for parking enforcement in the County employee parking area, located beyond the gate on Level 4. The City shall have no other responsibilities related to the Parking Structure or Parking Facilities, unless specifically stated or provided herein.
• The City shall be solely responsible for collecting the revenues generated by the parking kiosks and the revenues generated by levying fines for failure to follow the parking rules (collectively, "Parking Facilities Revenues"). All Parking Facilities Revenues collected by the City shall be used by the City to pay the costs incurred by the City in performing its the City's obligations as set forth in Section 21.
• The Interlocal Agreement (ILA) shall remain in effect until September 30, 2025. The City and the County may renew this Interlocal Agreement annually for four years, in writing, for a maximum term not to exceed 5 years. To the extent the Parking Structure or Parking Facilities are no longer inhabitable or are torn down or demolished, this Interlocal Agreement shall terminate automatically.
• The City of Bradenton has reviewed and approved the County Attorney's recommended changes to the ILA that is the subject of this agenda.

Attorney Review
Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records
Please immediately return the original, executed Interlocal Agreement to Claudia Ruiz, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205. Upon execution by the Board of County Commissioners, the ILA will be provided to the City for execution of the same. A fully executed version of the ILA will be provided by Claudia Ruiz to Board Records.

Please email a copy of the approved agenda to:
Claudia Ruiz at claudia.ruiz@mymanatee.org
Charles Meador at charles.meador@mymanatee.org
Cary Knight at cary.knight@mymanatee.org
Paul Driscoll at paul.driscoll@bradentonpd.com
Kara Hernandez at kara.hernandez@bradentonpd.com
Scott Rudacille at srudacille@blalockwalters.com
Whittni Hodges at whittni.hodges@mymanatee.org

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expense Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request to spend $5,000 in forfeiture funds to print informational booklets discussing elderly fraud.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the forfeiture funds request as presented.

ATTACHMENTS:
Forfeiture Funds Expense Request Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: May 28, 2024

To: Melanie Bevan, Ed.D
Chief of Police

From: Jeremy S. Giddens, Grants / Speed Measurement Specialist
Administrative Services

Subject: Forfeiture Expense Request

Recently, we have witnessed an increase in elderly fraud crimes within the City of Bradenton. Between 2023 and 2024 alone, we have seen an 85% increase in these crimes. Many victims of fraud are vulnerable senior citizens who fall prey to criminals. Nationwide, from 2019 to 2021, Elderly Abuse Fraud reached $1.7 billion, with the average victim losing $18,246. Additionally, according to the FTC statistics, adults over 60 are substantially more likely to become the victim of fraud than someone under the age of 59. These nationwide trends reflect the same challenges we face today in the City of Bradenton.

Elder abuse cases are complex and often require multiple approaches to be effective. As part of our comprehensive approach to these crimes, we are conducting an educational campaign targeting our most vulnerable residents. We have developed an informational booklet tailored to our residents to achieve this goal. It contains information to help them avoid becoming victims and remain resilient to criminals attempting to exploit them. This booklet is distributed along with training and provides vital information.

Cost Estimates

Printing & binding fraud information booklet	$ 5,000
Total:	**$ 5,000**

These forfeiture funds will be used to print, publish, and distribute our booklet. Prevention and outreach are crucial in protecting our residents from becoming victims. Traditional print media is vital in reaching this population. This expense will enhance our ability to provide residents with the most accurate and up-to-date information to protect themselves from fraud.

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Lance Williams, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment to the Traffic Signal Maintenance and Compensation Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Agreement between the City and Florida Department of Transportation for the maintenance of and compensation for traffic signals located within the City of Bradenton city limits.

FINANCIAL IMPACT:
The Florida Department of Transportation will pay the City of Bradenton $287,386 for maintaining traffic signal lights located within the City of Bradenton limits.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation.

ATTACHMENTS:
Amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW43
FINANCIAL PROJECT NO. 413639-1-88-01
F.E.I.D. NO. F596000283001
AMENDMENT NO. 9

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the City of Bradenton, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on June 8, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF BRADENTON, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Gene Brown

Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: Mark Mathes, P.E.

Title: District Traffic Operations Engineer

Legal Review: _____ DS SEJ

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency: City of Bradenton**

Effective Date: 7/1/2024 **To: 6/30/2025** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 45/US 41B	21ST AVE W	404		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	17TH AVE W	405		$ 5,720					$ 403				$ 254					$ 708		$ 7,085
SR 45/US 41B	12TH AVE W	406		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	9TH AVE W	407		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	8TH AVE W	408		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	9TH ST W	412		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	SR 64 EB / 6TH AVE W	413		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	SR 64 / MANATEE AVE	414		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 45/US 41B	3RD AVE W	415		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	10TH ST W	454		$ 5,720									$ 127							$ 5,847
SR 64/	SR 55/US 41/US 301/1ST ST	455		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	9TH ST E	456		$ 5,720									$ 127							$ 5,847
SR 64/	17TH ST E	457		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	27TH ST E	458		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	CARLTON ARMS BLVD	459		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	43RD ST E/OAK LEAF BLVD	460		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	48TH ST CT E	461		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	15TH ST E	472		$ 5,720					$ 403				$ 254					$ 708		$ 7,085
SR 64/	9TH ST E	473		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	SR 55/US 41/US 301/1ST ST	474		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 64/	10TH ST W	475		$ 5,720						$ 432			$ 127							$ 6,279
SR 70/	7TH AVE E	487		$ 5,720					$ 403				$ 127							$ 6,250
SR 55/US 41	13TH AVE E	499		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 55/US 41	9TH AVE / MLK JR AVE	500		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 64/	75TH ST W	505		$ 5,720					$ 403	$ 432		$ 127	$ 254					$ 708		$ 7,644
SR 64/	VILLAGE GREEN PKWY	506		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	67TH ST W	507		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	59TH ST W	508		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	51ST ST W	509		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	43RD ST W	510		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	39TH ST W	511		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	26TH ST W	512		$ 5,720								$ 127	$ 254					$ 708		$ 6,809
SR 64/	15TH STREET WEST	513		$ 5,720									$ 127					$ 708		$ 6,555
SR 64 EB	14TH ST W	514		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	13TH ST W	515		$ 5,720									$ 127							$ 5,847
SR 64/	12TH ST W	516		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	12TH ST W	517		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	13TH ST W	518		$ 5,720									$ 127							$ 5,847
SR 64 WB	14TH ST W	519		$ 5,720									$ 254					$ 708		$ 6,682
SR 64 EB	11th St W	1519		$ 5,720					$ 403				$ 127							$ 6,250
SR 64 WB	Court St.	1520		$ 5,720					$ 403	$ 432			$ 127							$ 6,682
US 41B NB	13TH ST W (RRFB)	F184				$ 780														$ 780
US 41B SB	13TH ST W (RRFB)	F186				$ 780														$ 780
US 41B NB	11TH ST W (RRFB)	F187				$ 780														$ 780
US 41B SB	11TH ST W (RRFB)	F189				$ 780														$ 780
US 41B NB	12TH ST W (RRFB)	F191				$ 780														$ 780
SR 64 (Manatee Ave)	W OF 17th ST E	F209				$ 780														$ 780
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Median)	F210						$ 393												$ 393
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Shoulder)	F211						$ 393												$ 393
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Median)	F266						$ 393												$ 393
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Shoulder)	F267						$ 393												$ 393
SR 64 (Manatee Ave)	W OF 43RD ST W	F306				$ 780														$ 780

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency:** **City of Bradenton**

Effective Date: 7/1/2024 **To: 6/30/2025** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 64	Manatee Bridge (BlueToad)	SPID 321										$ 127	$ 127					$ 708		$ 962
SR 64	West end of Perico Island (MVDS 22	VDS-Man.Br.										$ 127								$ 127
US 41/1st St	S of 11th Ave W (MVDS 51)	VDS-4111										$ 127								$ 127
US 41B/9th St W	N of 8th Ave W (MVDS 50)	VDS-4101										$ 127								$ 127
SR 64 EB/6th Ave W	W of 8th St W (MVDS 2)	VDS-4018										$ 127								$ 127
SR 64 EB/6th Ave W	E of 14th St W (MVDS 1)	VDS-4121										$ 127								$ 127
SR 64 EB/6th Ave E	E of 9th St E (MVDS 33)	VDS-4016										$ 127								$ 127
SR 64 WB/Manatee Ave E	E of 1st St (MVDS 6)	VDS-4113-1										$ 127								$ 127
US 41/1st St	S of SR 64 (MVDS 5)	VDS-4113-2										$ 127								$ 127
US 41B/9th St W	S of 3rd Ave W (MVDS 4)	VDS-4118										$ 127								$ 127
SR 64 WB/Manatee Ave W	E of 8th St W (MVDS 3)	VDS-4019										$ 127								$ 127
SR 64	W of 17th St E (MVDS 7)	VDS-4013										$ 127								$ 127
SR 64	E of 26th St W (MVDS 30)	VDS-4025										$ 127								$ 127
SR 64	W of Village Green (MVDS 29)	VDS-4031										$ 127				$ 2,086				$ 2,213
US 41B/14th St W	S of 17th Ave W (MVDS 47)	VDS-4081										$ 127								$ 127
																				$ -
																		Total Lump Sum *		$ 287,386

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 287,386

Maintaining Agency Gene Brown, Mayor Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Manatee Gardens Sidewalk Replacement Work Assignment Expenditure

SUGGESTED ACTION: Request Council approval for Manatee Gardens sidewalk replacement work assignment.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Requesting Council approval for the work assignment expenditure, $222,254.50, in GL account 30258200-563000-24803 for Gator to replace 3150 linear feet of sidewalk and install 450 linear feet of sidewalk to extend segments to the roadway. Contract ITB 22-002KC was previously authorized by Council on December 15, 2021 and expires January 18, 2025.

Per the City's Purchasing Policy, City Council must approve any expenditures over $75,000.

FINANCIAL IMPACT:
Funding approved in FY2024 budget using half-cent sales tax.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Manatee Gardens Sidewalk Replacement Work Assignment

Expenditure.

ATTACHMENTS:
Manatee Gardens Sidewalk Replacement

GATOR GRADING & PAVING, LLC

TO: **Kim Clayback, PE**
City of Bradenton
1411 9th St W
Bradenton, Florida 34205

PHONE: **727-967-5925**
EMAIL kim.clayback@bradentonfl.gov

DATE: March 7, 2024

PROJECT: 238007
Manatee Gardens
Sidewalk Improvments

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (COB L1 Max 8% of total)	1	LS	$16,000.00	$16,000.00
2	Maint of Traffic (Max 2% of total) L2	1	LS	$4,000.00	$4,000.00
3	Environmental Protection (Max 1% of total) L5	1	L	$2,000.00	$2,000.00
4	Storm Inlet Protection O2	5	EA	$175.00	$875.00
5	Clear & Grub (new walk area) C1	0.103	AC	$83,500.00	$8,600.50
6	Concrete Curb removal 1-250 lf R1	40	LF	$10.50	$420.00
7	Concrete Sidewalk removal >150 sy R4	1,400	SY	$13.95	$19,530.00
8	Concrete Placement - 4" Sidewalk P4	1,600	SY	$97.50	$156,000.00
9	Detectable Warning mats Yellow O6	24	SF	$58.50	$1,404.00
10	Additional grading +2' C3	100	SY	$11.85	$1,185.00
11	Bahia sod 2' ea side of walk O4	14400	SF	0.85	$12,240.00
	TOTAL				**$222,254.50**

NOTES:

1 Based on plans provided by City of Bradenton provided via email
2 Exclusions: Survey/layout, soil testing, Permits, Fees and bond.

Submitted By:

Angie McElroy
Estimator
Office: 941-751-3900, Ext 114

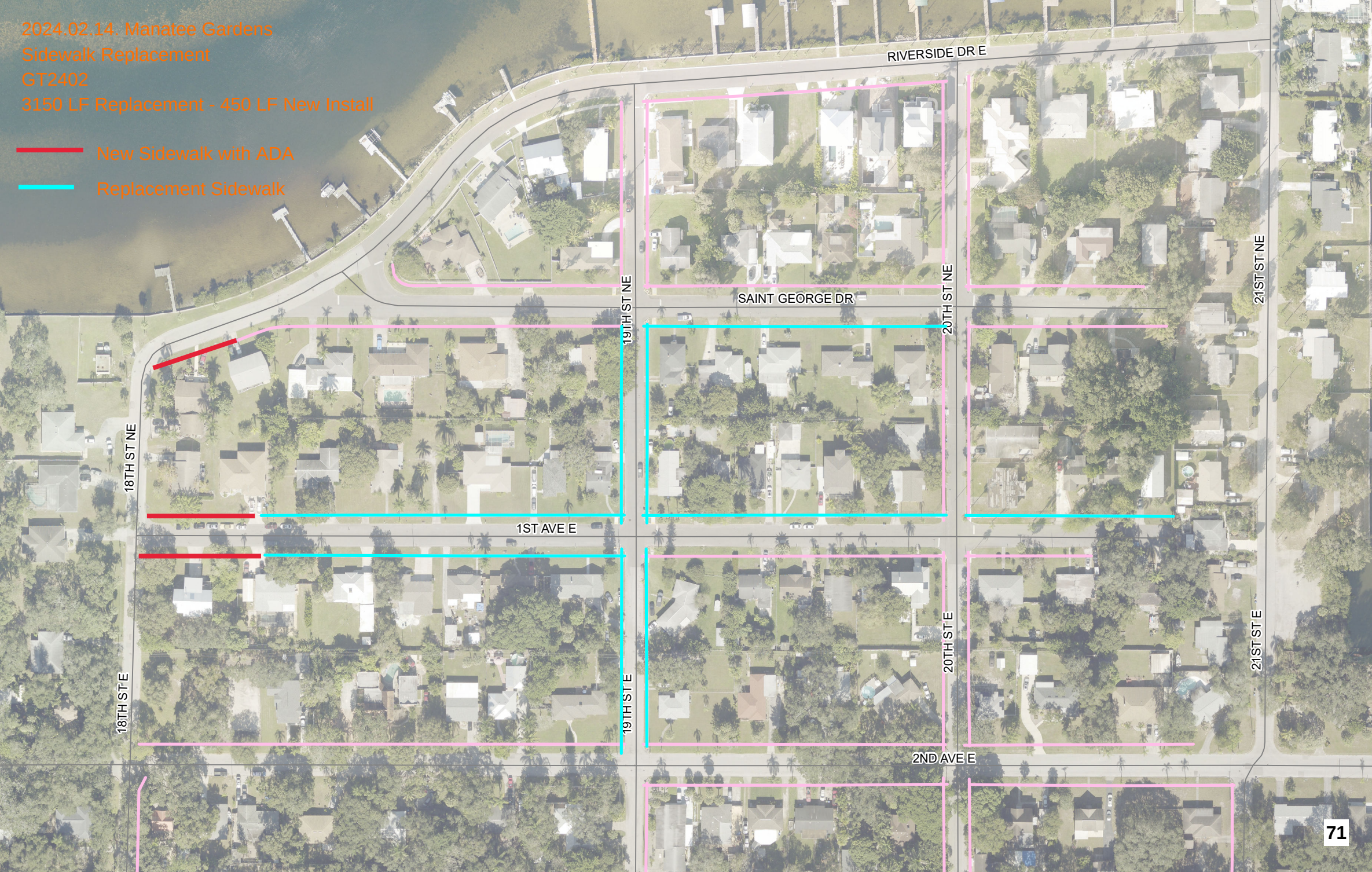
Accepted By:

Name: _____

Title: _____

Date: _____

2704 105th Street East, Palmetto, FL 34221 Phone: (941) 751-3900 Fax: (941) 751-3949


2024.02.14. Manatee Gardens
Sidewalk Replacement
GT2402
3150 LF Replacement - 450 LF New Install
New Sidewalk with ADA
Replacement Sidewalk
RIVERSIDE DR E
SAINT GEORGE DR
1ST AVE E
2ND AVE E
18TH ST NE
18TH ST E
19TH ST NE
19TH ST E
20TH ST NE
20TH ST E
21ST ST NE
21ST ST E

CITY OF BRADENTON
INVITATION TO BID
ITB 22-002KC

SECTION 8: DRAFT FORM OF AGREEMENT AND CONSTRUCTION FORMS

DRAFT FORM OF AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this 21st day of January, 2022, by and between the City of Bradenton, Florida, a municipal corporation, herein after referred to as City, and Gator Grading & Paving, LLC, a Florida Corporation, with its principal place of business at 2704 105th Street East, Palmetto, FL 34221 hereinafter referred to as the Contractor.

WITNESSETH, that for in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

ARTICLE 1: WORK

The Contractor shall furnish all necessary labor, materials, equipment, tools, consumables, transportation and incidentals required for the work described in IFB 21-10KC (the "Work"), in strict accordance with the Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2: OWNER AND ENGINEER

The City of Bradenton Public Works and Utilities Department is responsible as the Owner and Engineer for the design, technical reviews, engineering decisions, work assignments, and inspection of the Work.

ARTICLE 3: CONTRACTOR REPRESENTATIONS

The Contractor shall review and check all information and data with respect to existing underground facilities at or contiguous to the Work site and assumes responsibility for the utility location activities per Chapter 556, Underground Facility Damage Prevention and Safety, Florida Statutes.

The Contractor shall follow the instructions in the Contractor General Conditions contained in this Agreement.

The contractor shall schedule and perform Work subject to the City's approval and shall hold the City harmless from all liabilities incurred due to Contractor's failure to coordinate with the City.

ARTICLE 4: CONTRACT DOCUMENTS

The contract documents which comprise the agreement between the City and the Contractor concerning the Work consist of the following:

A. This agreement
B. IFB 21-10KC Bid Solicitation Documents
C. Addenda number(s):_____
D. Contractor Bid Submittal Package
E. Executed Contractor Forms provided in Section 7 of the IFB
F. Any additional information submitted by the Contractor prior to Notice of Award

(the "Contract Documents"). All work shall be done in accordance with the Contract Documents.

ARTICLE 5: MAINTENANCE OF TRAFFIC

The contractor shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the Florida Department of Transportation Manual on Traffic Controls and Safety Practices (current edition). All barricades and obstructions shall be protected at night by flashing lights which shall be so placed and illuminated at night to show in advance where construction barricades or detours exist. No additional payment shall be made by the Owner for appropriate Maintenance of Traffic; all work items are to include the cost of signing and traffic maintenance.

ARTICLE 6: PUBLIC SAFETY AND CONVENIENCE

The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property in a matter satisfactory to the City. No roadway shall be closed to the public except with permission of the Director of Public Works.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the contractor to insure the use of sidewalks and proper functioning of all gutters and storm inlets.

ARTICLE 7: CLEANUP

The contractor shall keep the construction site free of trash and waste materials and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be on going throughout the construction period to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

ARTICLE 8: SUPERVISION

The Contractor shall have a competent crew supervisor available at all times while work is being performed who is able to read, write and speak English. This person shall also be able to effectively communicate/translate to the crews the City's needs and expectations and respond/resolve to all related issues.

All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times.

ARTICLE 9: WORKING HOURS

All work shall be performed during regular working hours, 7:00 a.m. until 6:00 p.m., Monday through Friday. Saturday work may be accomplished, upon prior approval from the City. Saturday working hours, if approved, are limited to 9:00 am to 6:00 pm. No work is permitted on Sundays or City Holidays.

ARTICLE 10: PROTECTION OF WORK, PERSONS, AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property from loss arising in connection with the contract. The Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Contractor shall at all times so conduct their work as to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property, satisfactory to the City. No road or street shall be closed to the public, except with the permission of the City. Fire hydrants on or adjacent to the work shall be kept accessible at all times.

ARTICLE 11: NOTICE TO PROCEED

The contractor shall be required to mobilize to the work site to perform the work within 14 days of the date of the work assignment. Once work begins, no suspension of operations or removal of equipment or material necessary for the project completion shall be permitted without the City Project Manager approval.

Contractors shall provide 48 hour written notification to all residents, businesses, and associations within the project limits prior to onset of construction.

ARTICLE 12: SUBCONTRACTORS

It is expected that the contractor shall have in-house capability to provide all the services required by this contract; however, should the contractor find it necessary to utilize the services of a subcontractor, the contractor shall first obtain the approval of the City. The contractor shall also require each subcontractor to adhere to applicable provisions of this contract. The utilization of any subcontractor shall not relieve the contractor from any liability or responsibility to the City

pursuant to the provisions of this contract or obligate the City to the payment of any compensation to the subcontractor or additional compensation to the contractor.

The employment of unauthorized aliens by any Contractor/Contractor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the Contractor/Vendor knowingly employs unauthorized aliens; such violation shall be cause for unilateral cancellation of this agreement.

ARTICLE 13: UTILITY LOCATION

The Contractor shall follow the process and procedures outlined in Chapter 556, Underground Facility Damage Prevention and Safety, Florida Statutes.

ARTICLE 14: LAYOUT OF WORK

The Contractor shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for proper prosecution of the work and specifically meeting ADA guidelines for public spaces.

ARTICLE 15: QUALITY, WARRANTY, TESTING, INSPECTION, CORRECTION

A. The Contractor is responsible for quality control and shall establish and maintain an effective quality-control system in compliance with the Contract Documents. The quality-control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements.

B. The Contractor warrants, for a minimum period of two years, and guarantees to the City that all work will be in accordance with the contract documents and will not be defective, that City staff will have access to the work at all times for observation, inspection, and testing.

C. If any work that is to be inspected, tested, or approved is covered without concurrence of the City Project Manager or Inspector, it must, if requested, be uncovered for observation and/or testing. Such uncovering shall be at the Contractor's expense unless the contractor has given the City timely notice of the Contractor's intent to cover the same and the City has not acted with reasonable promptness in response to such notice. Neither observation nor inspection by City staff shall relieve the Contractor from the Contractor's obligations to perform the work in accordance with the contract documents.

ARTICLE 16: CONTROL OF WORK

A. PROJECT SITE

The Contractor shall furnish equipment, which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress that will ensure the completion of the work within the Contract Time. If at any time the plan appears to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate

of progress stated above, the Engineer may order the Contractor to increase the efficiency, change the character, or increase the plant and equipment and the Contractor shall conform to such an order. Failure of the Engineer to give such an order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

B. PRIVATE LAND

Do not enter or occupy private land outside of easements, except by permission of the land owner.

C. OPEN EXCAVATIONS

Adequately safeguard all open excavations by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workers. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard or if it excessively restricts traffic at any point, the Engineer may require special construction procedures, such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench be closed overnight.

Take precautions to prevent injury to the public due to open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles that could be dangerous to the public at night.

D. CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for preserving all public and private property and use every precaution necessary to prevent damage to this property. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the Engineer.

E. WATER FOR CONSTRUCTION PURPOSES

In locations where public water supply is available, the Contractor may be allowed to use water for construction purposes. The cost to obtain water shall be included in the Contract Price.

The Contractor shall obtain a hydrant meter through Utility Billing to provide water for construction purposes for the length of the contract. All costs associated with obtaining the meter and the cost of the water shall be included in the contract price.

Waste of water by the Contractor shall be sufficient cause for withdrawing the use of water.

F. CLEANUP AND DISPOSAL OF EXCESS MATERIAL

During the work keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and at the conclusion of the work remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.

To prevent environmental pollution arising from the construction activities related to the performance of this Contract, comply with all applicable Federal, State, and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related Sections.

Disposing of excess excavated material in wetlands, stream corridors, and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by the Contractor will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Price.

G. CHARACTER OF THE CONTRACTOR'S SUPERINTENDENT AND WORKERS

The Contractor's superintendent and project manager shall conduct themselves in a professional manner. If, in the opinion of the Owner, the superintendent and project manager do not conduct themselves in a professional and courteous manner, the Owner may request the superintendent and/or the project manager be relieved of their responsibilities and removed from the project. Upon written notice from the Owner, the Contractor shall immediately remove the superintendent and/or the project manager of their responsibilities and removed from the project. The work of this project must be conducted under the supervision of a full-time superintendent.

Any person employed by the Contractor or by any subcontractor who in the opinion of the Owner does not conduct him/herself in a professional and courteous manner or is intemperate or disorderly, shall, at written request of the Owner, be removed immediately by the Contractor or subcontractor employing such person, and that person shall not be allowed to work on any other portion of work in this Contract without written approval of the Engineer. Should the Contractor fail to remove such person(s) or fail to furnish suitable and sufficient

personnel for the proper prosecution of the work, the Owner may request the work be suspended until compliance with such orders has been met. Contract time will not be stopped during this time.

H. EROSION CONTROL

The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the Work. The Contractor shall provide erosion-control measures such as diversion channels, sedimentation or filtration systems, berms, mulching or other special surface treatments that are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion-control measures shall be in place in an area before any construction activity in that area.

ARTICLE 17: MISCELLANEOUS

This Agreement in whole or any part thereof is transferrable to another party.

The City agrees to pay unto the Contractor after all the above specified work has been fully completed and finally inspected and accepted by the City, and Contractor's statement under oath to the effect that all labor and material suppliers have been paid in full has been furnished, the agreed upon price in the individual work assignments authorized by IFB21-10KC Sidewalk Rehabilitation and Repair, for the complete performance of all covenants made above by the Contractor, subject to additions and deductions by change orders as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this agreement upon the terms and conditions above stated, this _____ day of _____, 2021.

W. E. H.

Contractor William E. Hicks

Title VP

1-11-22

Date

Deborah Haynes

Contractor Notary Signature

1/11/2022

Date

Deborah Haynes

Printed Name of Notary (for contractor)

Notary Seal



Scott Rudacille
City Attorney

1/21/22
Date

Gene Brown
Mayor of the City of Bradenton

1/19/22
Date

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):

Amount:
Modifications to this Bond Form:

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**
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
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:
Owner's Representative (*Engineer or other party*):

SECTION 00614

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:	N/A
CONTRACTOR NAME:	Gator Grading & Paving, LLC
CONTRACTORADDRESS:	2704 105th Street East
	Palmetto, FL 34221
CONTRACTOR PHONE NO:	(9410 751-3900
SURETY COMPANY:	Travelers Casualty & Surety Company of America
OWNER NAME:	City Of Bradenton
OWNER ADDRESS:	1411 9th Street West
	Bradenton, FL 34205
OWNER PHONE NO.:	(941) 708-6300
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	N/A
CONTRACT NO.: (If applicable)	ITB -22-002KC
DESCRIPTION OF WORK:	Sidewalk Construction & Rehab
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.

Willis Towers Watson

Telephone: 704-927-6000
Fax: 704-342-0343
Website: www.willistowerswatson.com
E-mail: amy.waugh@WillisTowersWatson.com

January 10, 2022

City of Bradenton
101 Old Main St. W.
Bradenton, FL 34205-7865

RE: Gator Grading & Paving, LLC

To Whom It May Concern:

We have the privilege of providing bonds on behalf of Gator Grading & Paving, LLC, through Travelers Casualty and Surety Company of America, Hartford, CT. The surety has authorized single jobs up to $25,000,000, and an aggregate program up to $50,000,000. Travelers Casualty and Surety Company of America is rated "A++" with a financial size category of X V by AM Best.

Subject to satisfactory review of the underwriting details and the execution of a mutually acceptable contract, we hereby agree that in the event and award is made to Gator Grading & Paving, LLC, we are prepared to execute or arrange for the execution of any required 100% performance and payment bonds. Any arrangement for bonds required by the contract is a matter between Gator Grading & Paving, LLC and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds

We are delighted to recommend Gator Grading & Paving, LLC, and we are confident they possess the necessary experience, personnel and financial capabilities to successfully complete any project they might undertake.

Sincerely,

Travelers Casualty and Surety Company of America

Amy R. Waugh
Attorney In Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Willis of North Carolina, Inc.
214 N. Tryon St., Suite 2500
P.O. Box 31817 (28231-1817)
Charlotte, NC 28202

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amy R Waugh** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford **ss.**

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **January**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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**
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

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 herefrom 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.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

City of Bradenton
Bid Form
Sidewalk Construction, Rehabilitation, & Repair Continuing Services Contract

Item Number	Description	Reference	Unit	Quantity*	AJ Gen'l Construction Unit Price	AJ Gen'l Construction Total Price	C-Squared Unit Price	C-Squared Total Price	Gator Unit Price	Gator Total Price
	Lump Sum Items									
L1	Mobilization	Not to exceed	8%	NA	8%	NA	8%	NA	8%	NA
L2	Maintenance of Traffic (Local Roads, no flaggers required)	Not to exceed	2%	NA	2%	NA	2%	NA	2%	NA
L3	Maintenance of Traffic (Collector Streets)	Not to exceed	4%	NA	4%	NA	4%	NA	4%	NA
L4	Maintenance of Traffic (Arterials as defined by Land Use	Not to exceed	6%	NA	6%	NA	6%	NA	6%	NA
L5	Environmental Protection	Not to exceed	1%	NA	1%	NA	1%	NA	1%	NA
	Concrete Removal									
	Concrete, Curb Removal, Includes Hauling and Disposal									
R1	1-250 LF		LF	240	$ 15.00	$ 3,600.00	$ 21.95	$ 5,268.00	$ 10.50	$ 2,520.00
R2	250 or more LF		LF	600	$ 9.00	$ 5,400.00	$ 21.95	$ 13,170.00	$ 9.50	$ 5,700.00
	Concrete, Sidewalk and Driveway Apron Removal, Includes									
R3	1-150 SY		SY	140	$ 49.00	$ 6,860.00	$ 54.75	$ 7,665.00	$ 16.35	$ 2,289.00
R4	150 or more SY		SY	250	$ 44.00	$ 11,000.00	$ 42.10	$ 10,525.00	$ 13.95	$ 3,487.50
	Concrete Placement									
P1	Concrete, Type D Curb	FDOT Index	LF	240	$ 37.50	$ 9,000.00	$ 26.10	$ 6,264.00	$ 40.25	$ 9,660.00
P2	Concrete, Type F, Curb and Gutter	FDOT Index	LF	240	$ 37.50	$ 9,000.00	$ 34.60	$ 8,304.00	$ 41.50	$ 9,960.00
P3	Concrete, 24", Type A, Miami Curb	City Specifications	LF	240	$ 37.50	$ 9,000.00	$ 32.00	$ 7,680.00	$ 40.25	$ 9,660.00
P4	Concrete, Sidewalk, 4" Depth	City Specifications	SY	600	$ 56.25	$ 33,750.00	$ 55.55	$ 33,330.00	$ 97.50	$ 58,500.00
P5	Concrete, Sidewalk and Driveway, 6" Depth	City Specifications	SY	200	$ 87.50	$ 17,500.00	$ 71.00	$ 14,200.00	$ 110.00	$ 22,000.00
P6	Concrete, Other 4" Depth		SY	50	$ 75.00	$ 3,750.00	$ 94.25	$ 4,712.50	$ 97.50	$ 4,875.00
P7	Concrete, Other 6" Depth		SY	50	$ 93.75	$ 4,687.50	$ 107.15	$ 5,357.50	$ 110.00	$ 5,500.00
P8	Concrete, Retaining Wall (<=12")		CY	4	$ 1,000.00	$ 4,000.00	$ 1,312.25	$ 5,249.00	$ 1,550.00	$ 6,200.00
	Signing and Striping									
S1	12" Solid Thermoplastic Striping	City Specifications	LF	240	$ 8.75	$ 2,100.00	$ 13.30	$ 3,192.00	$ 3.50	$ 840.00
S2	24" Solid Thermoplastic Striping	City Specifications	LF	120	$ 16.25	$ 1,950.00	$ 15.75	$ 1,890.00	$ 6.05	$ 726.00
S3	White or Yellow Paint Curb Marking	City Specifications	LF	120	$ 7.50	$ 900.00	$ 9.65	$ 1,158.00	$ 2.60	$ 312.00
S4	Relocate Existing Post Mounted Sign	City Specifications	EA	6	$ 219.00	$ 1,314.00	$ 272.95	$ 1,637.70	$ 115.00	$ 690.00
S5	Install New Post Mounted Sign	City Specifications	EA	12	$ 500.00	$ 6,000.00	$ 903.25	$ 10,839.00	$ 260.00	$ 3,120.00
S6	Rectangular Rapid Flashing Beacon (FDOT 654-2-22)	FDOT	LS	4	$12,000.00	$ 48,000.00	$10,259.15	$ 41,036.60	$11,675.00	$ 46,700.00
	Other									
O1	Silt Fence		LF	2500	$ 4.00	$ 10,000.00	$ 3.30	$ 8,250.00	$ 2.80	$ 7,000.00
O2	Storm Inlet Protection		EA	15	$ 93.00	$ 1,395.00	$ 310.10	$ 4,651.50	$ 175.00	$ 2,625.00
O3	Reset Granite Curb		LF	100	$ 45.00	$ 4,500.00	$ 71.20	$ 7,120.00	$ 51.95	$ 5,195.00
O4	Argentine Bahia Sod, Installed per FDOT standards	FDOT Index	SF	2400	$ 0.84	$ 2,016.00	$ 2.70	$ 6,480.00	$ 0.85	$ 2,040.00
O5	St. Augustine Sod, Installed per FDOT standards	FDOT Index	SF	600	$ 1.55	$ 930.00	$ 5.55	$ 3,330.00	$ 1.05	$ 630.00
O6	Detectable Warning Mats, F&I, 2' x 3' yellow	City Specifications	EA	12	$ 220.00	$ 2,640.00	$ 300.55	$ 3,606.60	$ 58.50	$ 702.00
O7	Bollard	City Specifications	EA	10	$ 938.00	$ 9,380.00	$ 450.45	$ 4,504.50	$ 975.00	$ 9,750.00
O8	Adjust Utility Box to Grade		EA	12	$ 563.00	$ 6,756.00	$ 921.65	$ 11,059.80	$ 625.00	$ 7,500.00
O9	Adjust Curb Inlet Lid or Grate Inlet to Grade		EA	9	$ 1,563.00	$ 14,067.00	$ 1,676.55	$ 15,088.95	$ 1,085.00	$ 9,765.00
O10	Replace Curb Inlet Lid including Ring and Cover (Nominal size 5' x 5')	City Specifications	EA	10	$ 3,750.00	$ 37,500.00	$ 3,354.50	$ 33,545.00	$ 2,720.00	$ 27,200.00
O11	Replace Curb Inlet Structure	City Specifications	EA	2	$ 8,750.00	$ 17,500.00	$ 8,640.15	$ 17,280.30	$ 6,740.00	$ 13,480.00
O12	Replace Grate Inlet Structure	City Specifications	EA	2	$ 6,250.00	$ 12,500.00	$ 6,393.35	$ 12,786.70	$ 5,830.00	$ 11,660.00
O13	Surveyor		HR	12	$ 225.00	$ 2,700.00	$ 150.90	$ 1,810.80	$ 165.00	$ 1,980.00
O14	Arborist		HR	3	$ 188.00	$ 564.00	$ 135.00	$ 405.00	$ 165.00	$ 495.00
O15	Irrigation Repair (per Work Assignment)		ALLOW			$ 1,000.00		$ 1,000.00		$ 1,000.00
	Basis of Award					$ 301,259.50		$ 312,397.45		$ 293,761.50
	New Construction									
C1	Clearing and Grubbing (includes trees <6" diameter)		AC	1	$31,250.00	$ 31,250.00	$ 9,295.45	$ 9,295.45	$83,500.00	$ 83,500.00
C2	Tree Removal (> 6" diameter)		EA	10	$ 563.00	$ 5,630.00	$ 1,635.50	$ 16,355.00	$ 1,950.00	$ 19,500.00
C3	Additional Grading of Areas Beyond the 2' Back or Side of		SY	400	$ 5.00	$ 2,000.00	$ 23.25	$ 9,300.00	$ 11.85	$ 4,740.00
C4	Relocate Mailbox		EA	24	$ 157.00	$ 3,768.00	$ 285.00	$ 6,840.00	$ 120.00	$ 2,880.00
	Total					$ 343,907.50		$ 354,187.90		$ 404,381.50

*Quantities shown are for bid purposes only and may not reflect the actual quantities included in a specific work assignment.

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: River Isles Sidewalk Replacement Work Assignment Expenditure

SUGGESTED ACTION: Requesting Council approval for the expenditure in GL account 30258200-563000-24803.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Requesting Council approval for the work assignment expenditure, $89,154.69, in GL account 30258200-563000-24803 for C-Squared to replace 1,150 linear feet of sidewalk on the east and west sides of Oakleaf Boulevard, near the entrance. The project will widen the sidewalk to the five feet required by ADA and create a compliant cross slope. Contract ITB 22-002KC was previously authorized by Council on December 15, 2021 and expires January 18, 2025.

Per the City's Purchasing Policy, City Council must approve any expenditures over $75,000.

FINANCIAL IMPACT:
Funds approved in the FY2024 budget by Council.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the River Isles Sidewalk Replacement Work Assignment

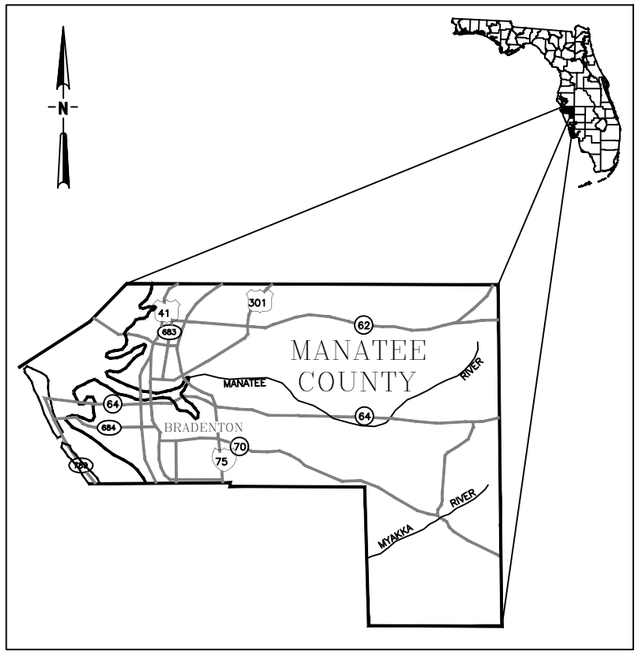
Expenditure.

ATTACHMENTS:
River Isles Sidewalk Replacement

River Isles Sidewalk Replacement					
06.05.2024					
1150 LF		Unit	Quantity	Unit Price	Total Price
1.1	Mobilization			8%	$ 6,604.05
1.2	MOT Local Roads			2%	
1.3	MOT Collector Streets			4%	$ 3,175.02
1.4	MOT Arterials			6%	
1.5	Enviromental Protection			1%	$ 785.90
Concrete Curb Removal, includes Hauling and Disposal					
R1	1-250 LF	LF	191	$ 21.95	$ 4,192.45
R2	250 - More	LF		$ 21.95	$ -
Concrete Sidewalk and Driveway Removal					$ -
R3	1-150 SY	SY		$ 54.74	$ -
R4	150 or More SY	SY	292	$ 42.10	$ 12,293.20
Concrete Placement					$ -
P1	Concrete D Curb	LF	265	$ 26.10	$ 6,916.50
P2	Concrete Type F Curb	LF	147	$ 34.60	$ 5,086.20
P3	24" Miami Curb	LF	36	$ 32.00	$ 1,152.00
P4	Concrete Sidewalk 4"	SY	328	$ 55.55	$ 18,220.40
P5	Concrete Sidewalk 6"	SY	85	$ 71.00	$ 6,035.00
P6	Concrete Other 4"	SY		$ 94.25	$ -
P7	Concrete other 6"	SY		$ 107.15	$ -
P8	Concrete Retaining Wall	CY		$ 1,312.25	$ -
Signage and Pavement Markings					$ -
S1	12" Solid Thermo	LF	385	$ 13.30	$ 5,120.50
S2	24" Solid Thermo	LF	310	$ 15.75	$ 4,882.50
S3	White or Yellow Curb Marking	LF		$ 9.65	$ -
S4	Relocate Exisitng post mounted sign	EA		$ 272.95	$ -
S5	Install new post mounted sign	EA		$ 903.25	$ -
Other					$ -
1	Silt Fence	LF	562	$ 3.30	$ 1,854.60
2	Storm Inlet Protection	EA		$ 310.10	$ -
3	Reset Grate Curb	LF		$ 71.20	$ -
4	Bahia Sod	SF	1000	$ 2.70	$ 2,700.00
5	St Augustine Sod	SF		$ 5.55	$ -
6	Detectable Warning	EA	8	$ 300.55	$ 2,404.40
7	Bollard	EA		$ 450.45	$ -
8	Adjust Utility Box	EA		$ 921.65	$ -
9	Adjust Curb Inlet	EA		$ 1,676.55	$ -
10	Replace Curb Inlet, includes ring and cover	EA		$ 1,354.50	$ -
11	Repalce Curb Inlet Structure	EA		$ 8,640.15	$ -
12	Replace Grate Inlet Strucutre	EA		$ 6,393.15	$ -
13	Surveyor	HR		$ 150.90	$ -
14	Arborist	HR		$ 135.00	$ -
15	Irrigation Repair	ALLOW		$ 1,000.00	$ -
New Construction					$ -
C1	Clearing and Grubbing (includes trees 6")	AC	0.0114	$ 9,295.45	$ 105.97
C2	Tree Removal 6" larger	EA		$ 1,635.50	$ -
C3	Additional Grading 2' back of sidewalk	SY	328	$ 23.25	$ 7,626.00
C4	Relocate Mailbox	EA		$ 285.00	$ -
					$ -
	Grand Total				$ 89,154.69

RIVER ISLES
SIDEWALK REPLACEMENT PROGRAM
PHASES 1 AND 2

CONSTRUCTION DRAWINGS



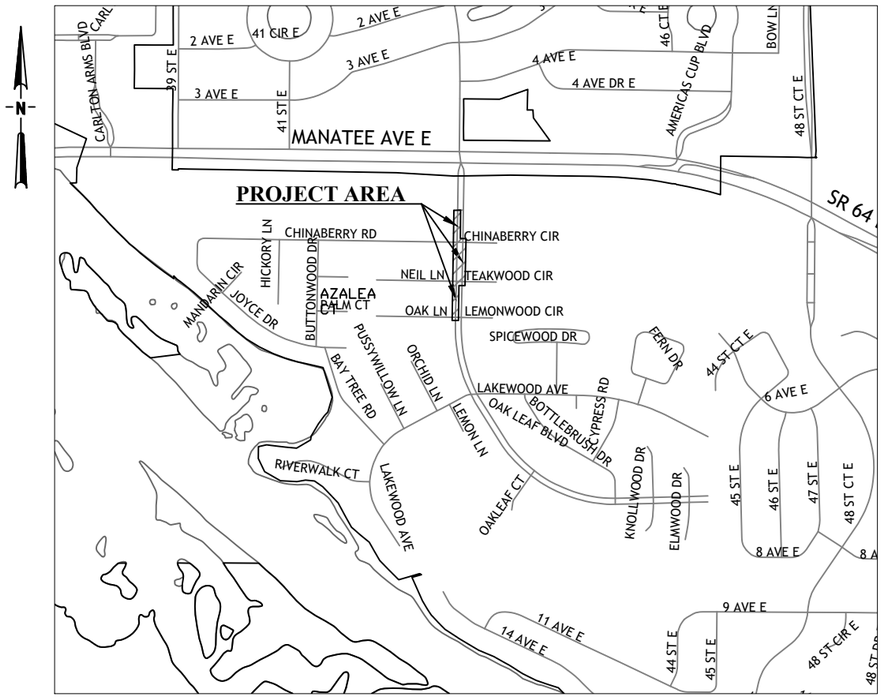
SITE VICINITY MAP

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT
MAY 2024

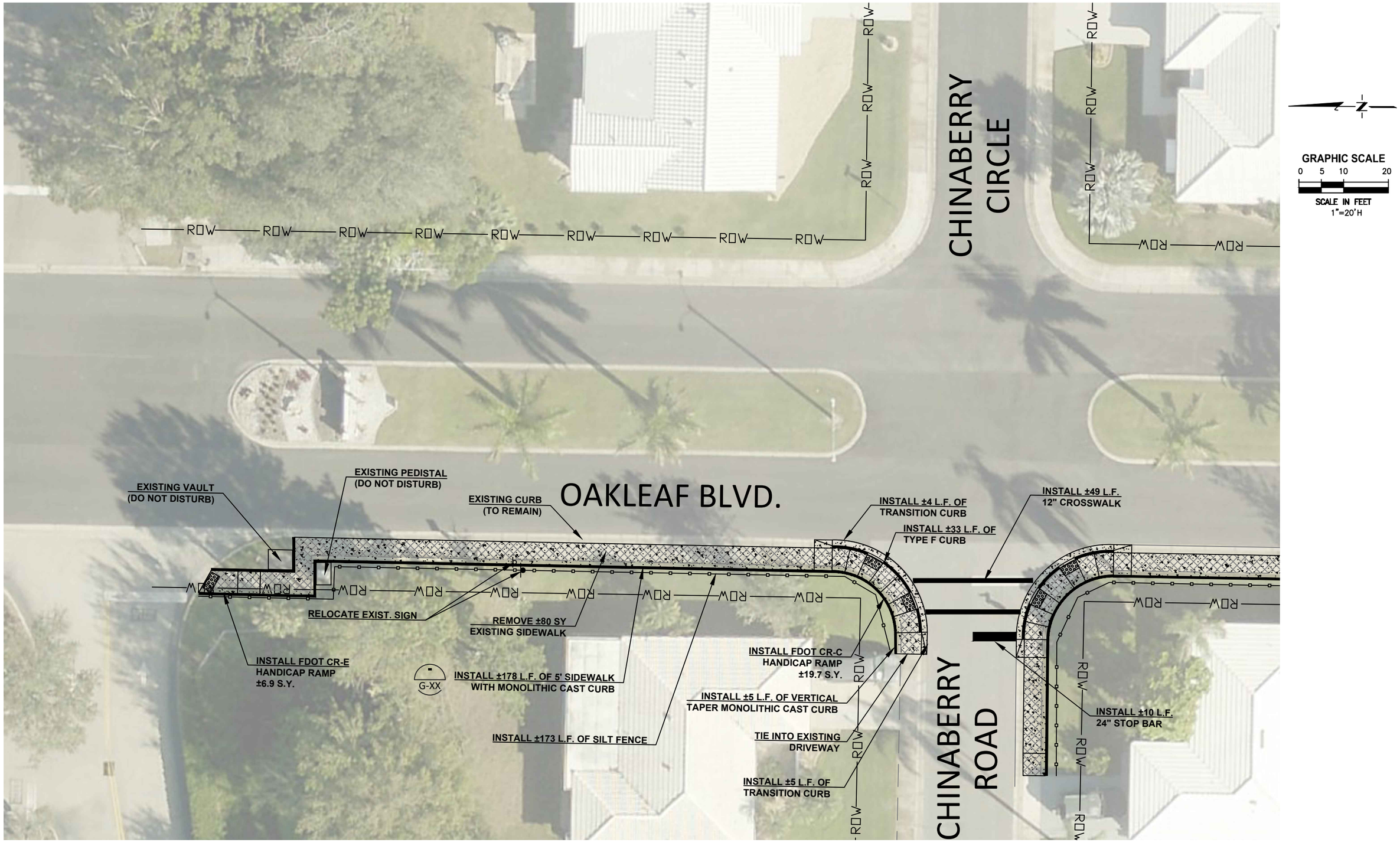
PROJECT ID: 30258200-563000-24803



LOCATION MAP

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
1411 9TH STREET WEST
BRADENTON, FL 34205
(941) 708-6300



Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

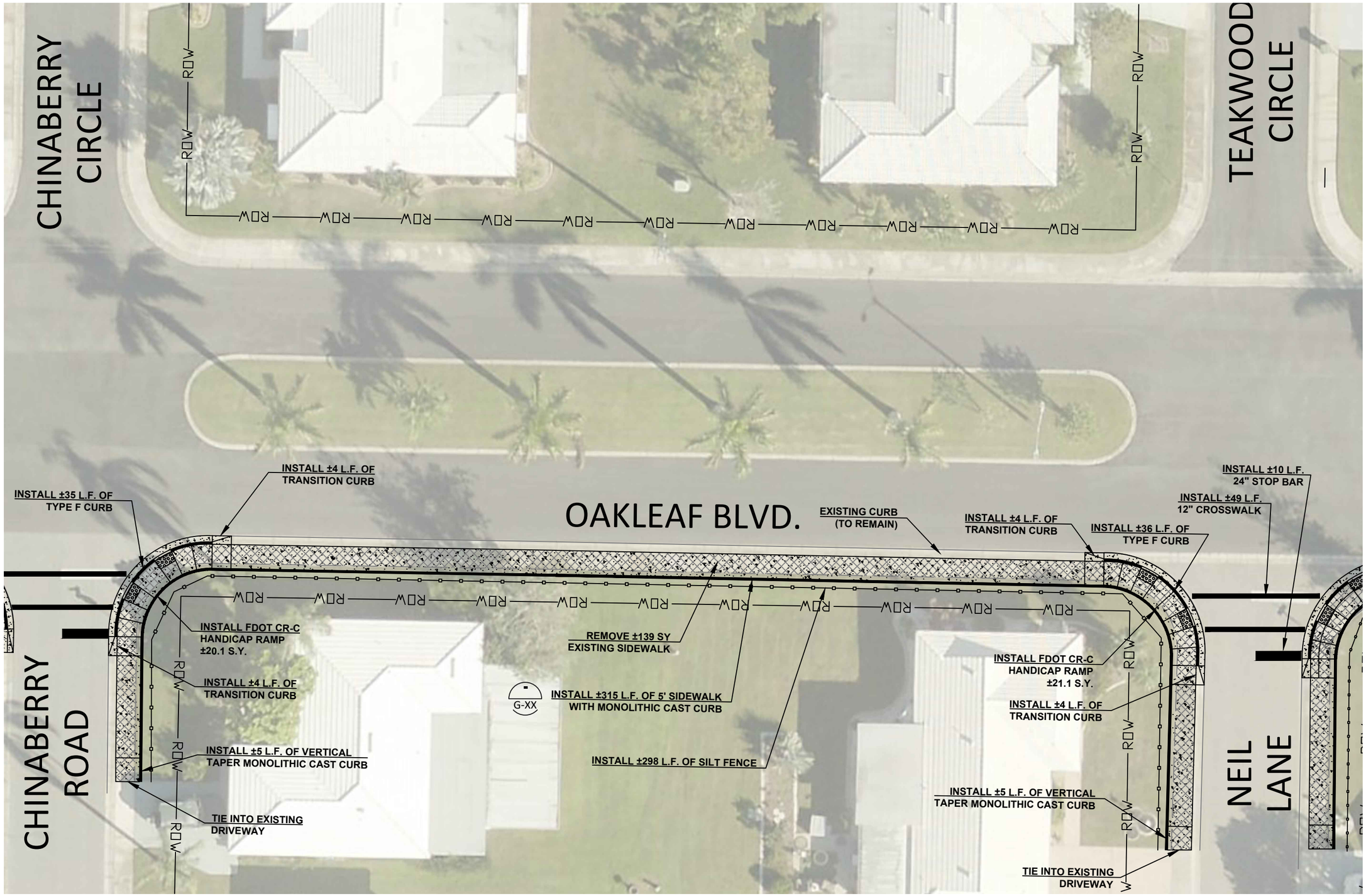
RIVER ISLES
SIDEWALK REPLACEMENT
PHASE-1

OAKLEAF BLVD.
ENTRANCE TO CHINABERRY

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE	PROJECT NO.
MAY, 2024	40859000-563000-24502
SCALE	DWG. NO.
1"=20'	C-1

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:23:58 AM



GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

	DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

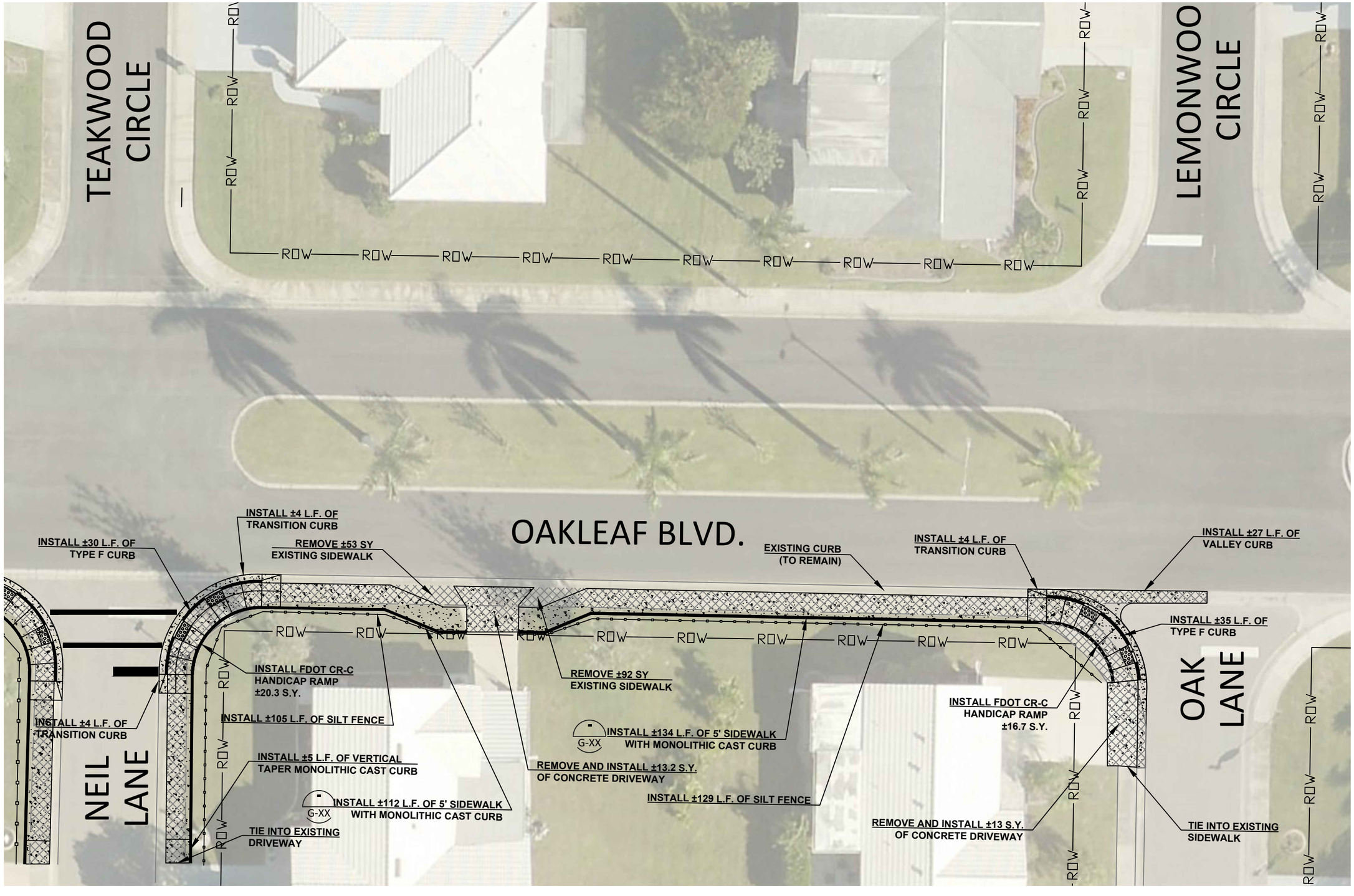
RIVER ISLES
SIDEWALK REPLACEMENT
PHASE-1

OAKLEAF BLVD.
CHINABERRY TO NEIL LANE

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE 1"=20'
PROJECT NO. 40859000-563000-24502
DWG. NO. C-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:24:03 AM



Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

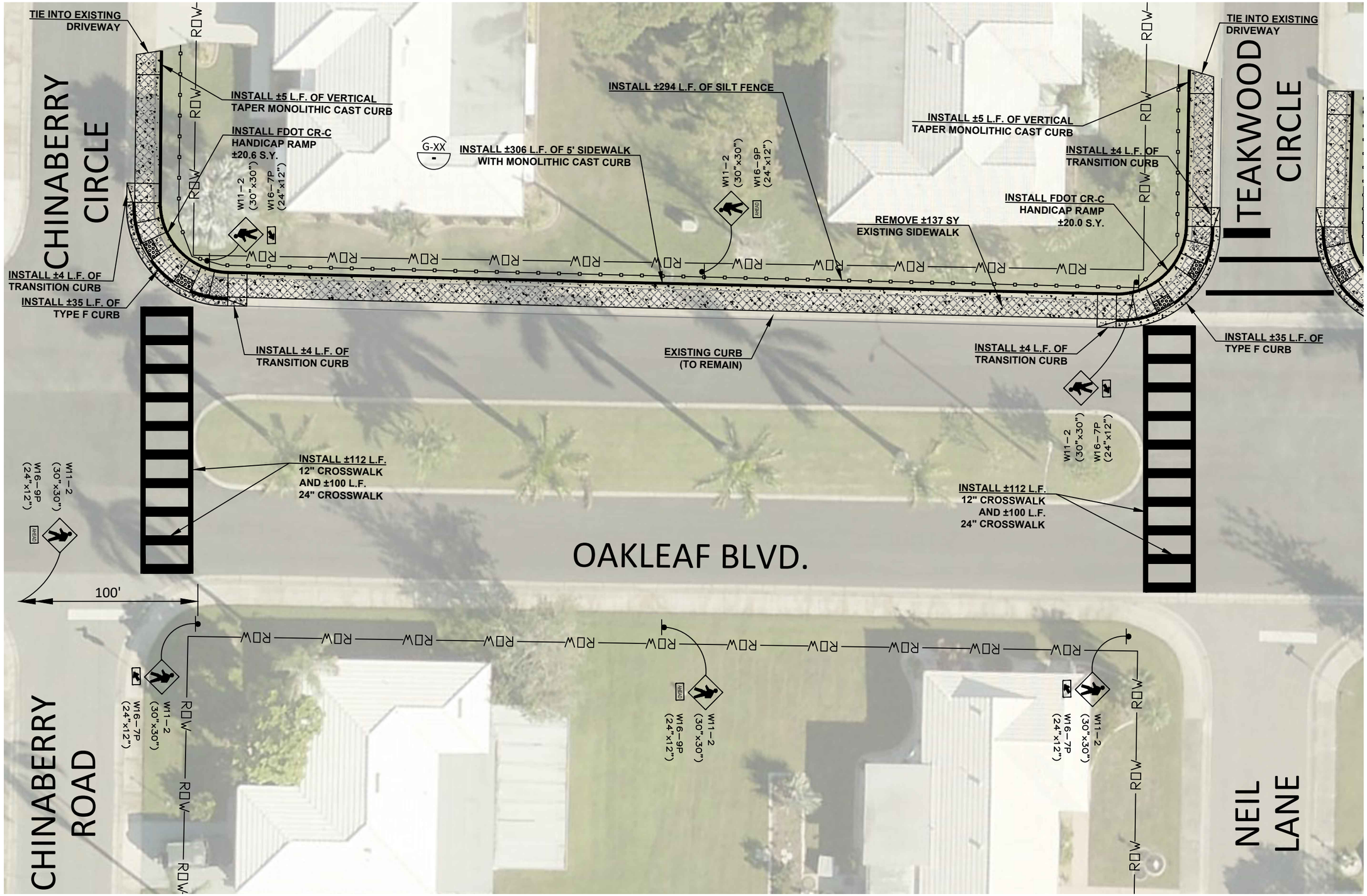
RIVER ISLES
SIDEWALK REPLACEMENT
PHASE-1

OAKLEAF BLVD.
NEIL LANE TO OAK LANE

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE	PROJECT NO.
MAY, 2024	40859000-563000-24502
SCALE	DWG. NO.
1"=20'	C-3

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:24:08 AM



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

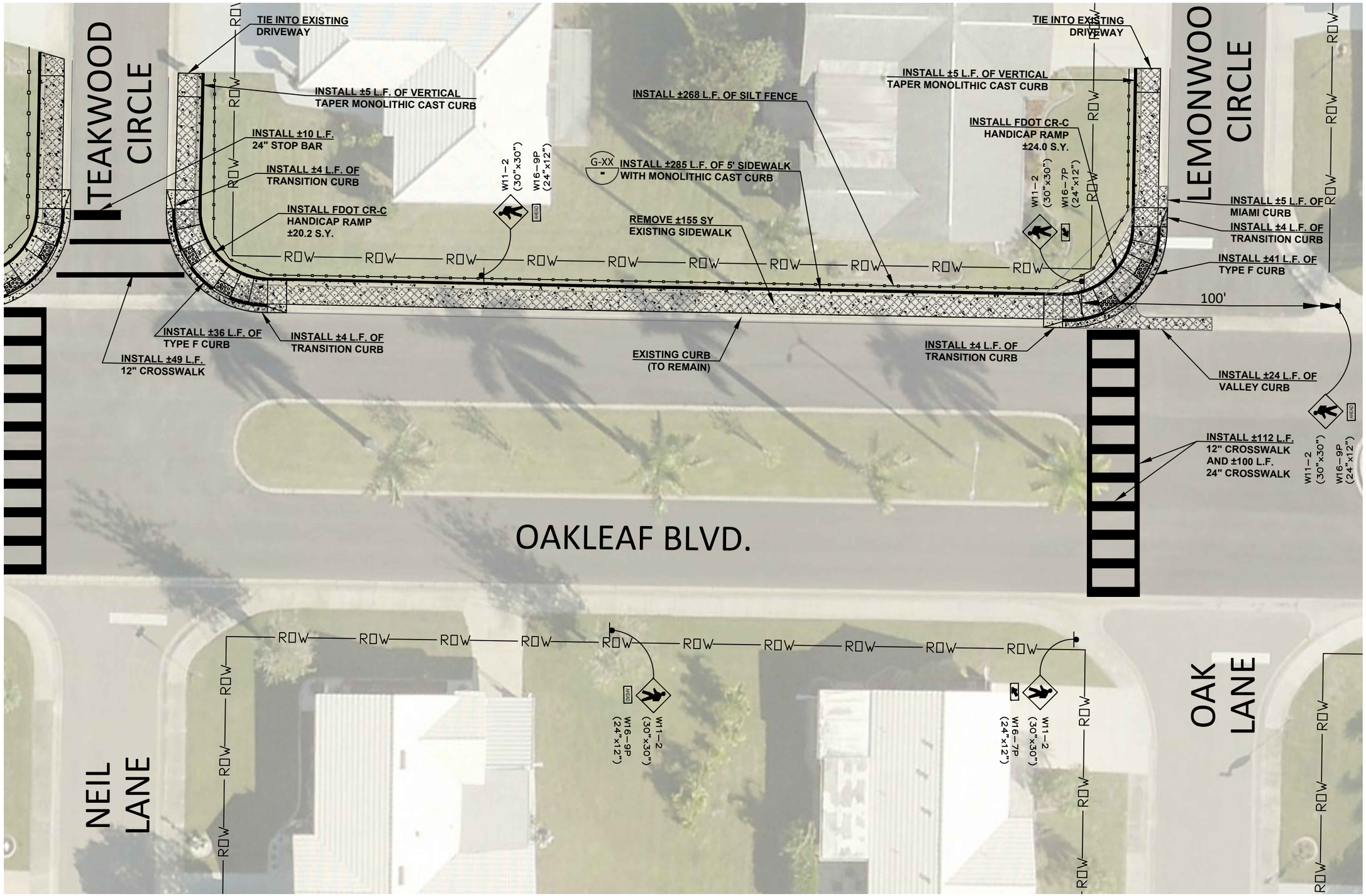
RIVER ISLES
SIDEWALK REPLACEMENT
PHASE-2

OAKLEAF BLVD.
CHINABERRY TO TEAKWOOD

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE 1"=20'
PROJECT NO. 40859000-563000-24502
DWG. NO. C-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:24:13 AM



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

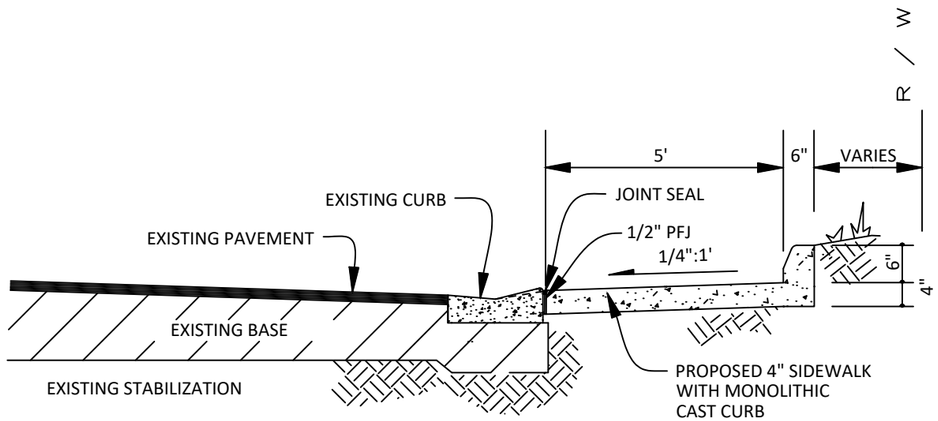
RIVER ISLES
SIDEWALK REPLACEMENT
PHASE-2

OAKLEAF BLVD.
TEAKWOOD TO LEMONWOOD

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

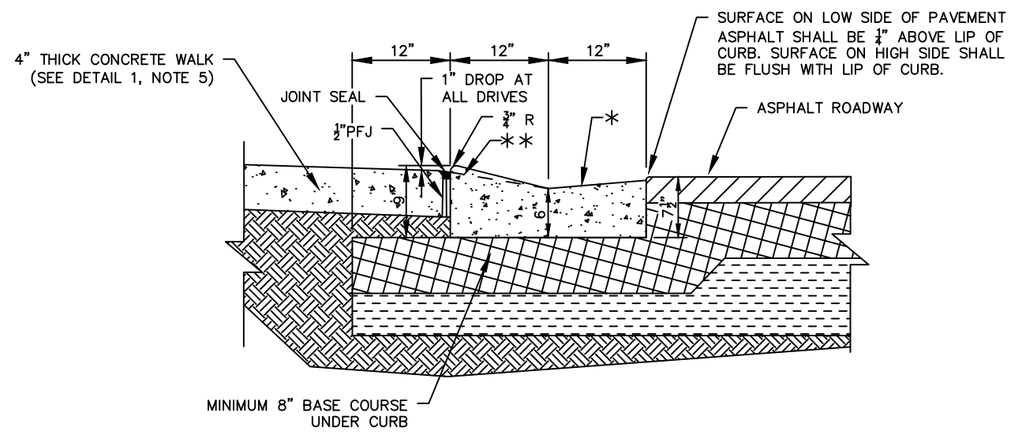
DATE	PROJECT NO.
MAY, 2024	40859000-563000-24502
SCALE	DWG. NO.
1"=20'	C-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:24:18 AM



SECTION WITH MONOLITHIC CAST CURB

N.T.S.



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL MIAMI CURB
CROSS SECTIONS

DATE 2/07
SHEET NO. SR-12

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

RIVER ISLES
SIDEWALK REPLACEMENT
PHASES-1 AND 2

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE NONE
PROJECT NO. 40859000-563000-24502
DWG. NO. C-6

Filename: P:\ENGINEERING\INTERNAL PROJECTS\RIVER ISLES SIDEWALKS\RIVER ISLES SIDEWALKS.DWG
Saved on: 5/22/2024 8:09:11 AM By: S_SIBERT Date Plotted: 5/22/2024 9:24:23 AM

CITY OF BRADENTON
INVITATION TO BID
ITB 22-002KC

SECTION 8: DRAFT FORM OF AGREEMENT AND CONSTRUCTION FORMS

DRAFT FORM OF AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this 5th day of January, 2022, by and between the City of Bradenton, Florida, a municipal corporation, herein after referred to as City, and C-Squared Certified Gen'l Contractors, a Florida Corporation, with its principal place of business at 3547 53rd Ave W, Bradenton, Fl 34210 hereinafter referred to as the Contractor.

WITNESSETH, that for in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

ARTICLE 1: WORK

The Contractor shall furnish all necessary labor, materials, equipment, tools, consumables, transportation and incidentals required for the work described in IFB 21-10KC (the "Work"), in strict accordance with the Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2: OWNER AND ENGINEER

The City of Bradenton Public Works and Utilities Department is responsible as the Owner and Engineer for the design, technical reviews, engineering decisions, work assignments, and inspection of the Work.

ARTICLE 3: CONTRACTOR REPRESENTATIONS

The Contractor shall review and check all information and data with respect to existing underground facilities at or contiguous to the Work site and assumes responsibility for the utility location activities per Chapter 556, Underground Facility Damage Prevention and Safety, Florida Statutes.

The Contractor shall follow the instructions in the Contractor General Conditions contained in this Agreement.

The contractor shall schedule and perform Work subject to the City's approval and shall hold the City harmless from all liabilities incurred due to Contractor's failure to coordinate with the City.

ARTICLE 4: CONTRACT DOCUMENTS

The contract documents which comprise the agreement between the City and the Contractor concerning the Work consist of the following:

A. This agreement
B. IFB 21-10KC Bid Solicitation Documents
C. Addenda number(s): 1
D. Contractor Bid Submittal Package
E. Executed Contractor Forms provided in Section 7 of the IFB
F. Any additional information submitted by the Contractor prior to Notice of Award

(the "Contract Documents"). All work shall be done in accordance with the Contract Documents.

ARTICLE 5: MAINTENANCE OF TRAFFIC

The contractor shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the Florida Department of Transportation Manual on Traffic Controls and Safety Practices (current edition). All barricades and obstructions shall be protected at night by flashing lights which shall be so placed and illuminated at night to show in advance where construction barricades or detours exist. No additional payment shall be made by the Owner for appropriate Maintenance of Traffic; all work items are to include the cost of signing and traffic maintenance.

ARTICLE 6: PUBLIC SAFETY AND CONVENIENCE

The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property in a matter satisfactory to the City. No roadway shall be closed to the public except with permission of the Director of Public Works.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the contractor to insure the use of sidewalks and proper functioning of all gutters and storm inlets.

ARTICLE 7: CLEANUP

The contractor shall keep the construction site free of trash and waste materials and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be on going throughout the construction period to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

ARTICLE 8: SUPERVISION

The Contractor shall have a competent crew supervisor available at all times while work is being performed who is able to read, write and speak English. This person shall also be able to effectively communicate/translate to the crews the City's needs and expectations and respond/resolve to all related issues.

All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times.

ARTICLE 9: WORKING HOURS

All work shall be performed during regular working hours, 7:00 a.m. until 6:00 p.m., Monday through Friday. Saturday work may be accomplished, upon prior approval from the City. Saturday working hours, if approved, are limited to 9:00 am to 6:00 pm. No work is permitted on Sundays or City Holidays.

ARTICLE 10: PROTECTION OF WORK, PERSONS, AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property from loss arising in connection with the contract. The Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The Contractor shall at all times so conduct their work as to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property, satisfactory to the City. No road or street shall be closed to the public, except with the permission of the City. Fire hydrants on or adjacent to the work shall be kept accessible at all times.

ARTICLE 11: NOTICE TO PROCEED

The contractor shall be required to mobilize to the work site to perform the work within 14 days of the date of the work assignment. Once work begins, no suspension of operations or removal of equipment or material necessary for the project completion shall be permitted without the City Project Manager approval.

Contractors shall provide 48 hour written notification to all residents, businesses, and associations within the project limits prior to onset of construction.

ARTICLE 12: SUBCONTRACTORS

It is expected that the contractor shall have in-house capability to provide all the services required by this contract; however, should the contractor find it necessary to utilize the services of a subcontractor, the contractor shall first obtain the approval of the City. The contractor shall also require each subcontractor to adhere to applicable provisions of this contract. The utilization of any subcontractor shall not relieve the contractor from any liability or responsibility to the City

pursuant to the provisions of this contract or obligate the City to the payment of any compensation to the subcontractor or additional compensation to the contractor.

The employment of unauthorized aliens by any Contractor/Contractor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the Contractor/Vendor knowingly employs unauthorized aliens; such violation shall be cause for unilateral cancellation of this agreement.

ARTICLE 13: UTILITY LOCATION

The Contractor shall follow the process and procedures outlined in Chapter 556, Underground Facility Damage Prevention and Safety, Florida Statutes.

ARTICLE 14: LAYOUT OF WORK

The Contractor shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for proper prosecution of the work and specifically meeting ADA guidelines for public spaces.

ARTICLE 15: QUALITY, WARRANTY, TESTING, INSPECTION, CORRECTION

A. The Contractor is responsible for quality control and shall establish and maintain an effective quality-control system in compliance with the Contract Documents. The quality-control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements.

B. The Contractor warrants, for a minimum period of two years, and guarantees to the City that all work will be in accordance with the contract documents and will not be defective, that City staff will have access to the work at all times for observation, inspection, and testing.

C. If any work that is to be inspected, tested, or approved is covered without concurrence of the City Project Manager or Inspector, it must, if requested, be uncovered for observation and/or testing. Such uncovering shall be at the Contractor's expense unless the contractor has given the City timely notice of the Contractor's intent to cover the same and the City has not acted with reasonable promptness in response to such notice. Neither observation nor inspection by City staff shall relieve the Contractor from the Contractor's obligations to perform the work in accordance with the contract documents.

ARTICLE 16: CONTROL OF WORK

A. PROJECT SITE

The Contractor shall furnish equipment, which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress that will ensure the completion of the work within the Contract Time. If at any time the plan appears to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate

of progress stated above, the Engineer may order the Contractor to increase the efficiency, change the character, or increase the plant and equipment and the Contractor shall conform to such an order. Failure of the Engineer to give such an order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

B. PRIVATE LAND

Do not enter or occupy private land outside of easements, except by permission of the land owner.

C. OPEN EXCAVATIONS

Adequately safeguard all open excavations by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workers. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard or if it excessively restricts traffic at any point, the Engineer may require special construction procedures, such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench be closed overnight.

Take precautions to prevent injury to the public due to open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles that could be dangerous to the public at night.

D. CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for preserving all public and private property and use every precaution necessary to prevent damage to this property. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the Engineer.

E. WATER FOR CONSTRUCTION PURPOSES

In locations where public water supply is available, the Contractor may be allowed to use water for construction purposes. The cost to obtain water shall be included in the Contract Price.

The Contractor shall obtain a hydrant meter through Utility Billing to provide water for construction purposes for the length of the contract. All costs associated with obtaining the meter and the cost of the water shall be included in the contract price.

Waste of water by the Contractor shall be sufficient cause for withdrawing the use of water.

F. CLEANUP AND DISPOSAL OF EXCESS MATERIAL

During the work keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and at the conclusion of the work remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.

To prevent environmental pollution arising from the construction activities related to the performance of this Contract, comply with all applicable Federal, State, and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related Sections.

Disposing of excess excavated material in wetlands, stream corridors, and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by the Contractor will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Price.

G. CHARACTER OF THE CONTRACTOR'S SUPERINTENDENT AND WORKERS

The Contractor's superintendent and project manager shall conduct themselves in a professional manner. If, in the opinion of the Owner, the superintendent and project manager do not conduct themselves in a professional and courteous manner, the Owner may request the superintendent and/or the project manager be relieved of their responsibilities and removed from the project. Upon written notice from the Owner, the Contractor shall immediately remove the superintendent and/or the project manager of their responsibilities and removed from the project. The work of this project must be conducted under the supervision of a full-time superintendent.

Any person employed by the Contractor or by any subcontractor who in the opinion of the Owner does not conduct him/herself in a professional and courteous manner or is intemperate or disorderly, shall, at written request of the Owner, be removed immediately by the Contractor or subcontractor employing such person, and that person shall not be allowed to work on any other portion of work in this Contract without written approval of the Engineer. Should the Contractor fail to remove such person(s) or fail to furnish suitable and sufficient

personnel for the proper prosecution of the work, the Owner may request the work be suspended until compliance with such orders has been met. Contract time will not be stopped during this time.

H. EROSION CONTROL

The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the Work. The Contractor shall provide erosion-control measures such as diversion channels, sedimentation or filtration systems, berms, mulching or other special surface treatments that are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion-control measures shall be in place in an area before any construction activity in that area.

ARTICLE 17: MISCELLANEOUS

This Agreement in whole or any part thereof is transferrable to another party.

The City agrees to pay unto the Contractor after all the above specified work has been fully completed and finally inspected and accepted by the City, and Contractor's statement under oath to the effect that all labor and material suppliers have been paid in full has been furnished, the agreed upon price in the individual work assignments authorized by IFB21-10KC Sidewalk Rehabilitation and Repair, for the complete performance of all covenants made above by the Contractor, subject to additions and deductions by change orders as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this agreement upon the terms and conditions above stated, this 5th day of January, 2021.

Contractor Sean D'Agostino
Title President

Date 1/5/2022

Contractor Notary Signature

Date 1/5/2022

Amanda Kelly
Printed Name of Notary (for contractor)

Notary Seal

Notary Public State of Florida
Amanda Kelly
My Commission GG 278844
Expires 03/17/2023

Scott Rudacille
City Attorney

1/21/22
Date

Gene Brown
Mayor of the City of Bradenton

1/19/22
Date

SECTION 00614

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:	3302508
CONTRACTOR NAME:	C-Squared Certified General Contractor, Inc.
CONTRACTOR ADDRESS:	3547 53rd Ave. West
	Bradenton, FL 34210
CONTRACTOR PHONE NO:	(941) 960-8114
SURETY COMPANY:	FCCI Insurance Company
	6300 University Parkway, Sarasota, FL 34240 (941) 226-3224
OWNER NAME:	City of Bradenton
OWNER ADDRESS:	1411 9th Street West
	Bradeton, FL 34205
OWNER PHONE NO.:	(941) 708-6300
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	n/a
OBLIGEE ADDRESS:	n/a
OBLIGEE PHONE NO.:	n/a
BOND AMOUNT:	$312,397.45
CONTRACT NO.: (If applicable)	ITB 22-002KC
DESCRIPTION OF WORK:	Sidewalk Construction, Rehabilitation and Repair
	Continuing Services Contract
PROJECT LOCATION:	City of Bradenton, Florida
LEGAL DESCRIPTION: (If applicable)	Sidewalk Construction, Rehabilitation and Repair
	Continuing Services Contract, City of Bradenton, Florida

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West
Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $312,397.45
Description (*Name and Location*): ITB 22-002KC
Sidewalk Construction, Rehabilitation and Repair
Continuing Services Contract
City of Bradenton, Florida

BOND
Bond Number: 3302508
Date (*Not earlier than Effective Date of Agreement*):

Amount: $312,397.45
Modifications to this Bond Form: None

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

C-Squared Certified General Contractor, Inc. (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

Sean D'Agostino
Print Name

President
Title

Attest: _____
Signature

Office Manager
Title

SURETY

FCCI Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Jared M. Hawkins
Print Name

Attorney-in-Fact and Licensed
Florida Resident Agent/W034875
Title Phone (941) 366-8424

Attest: _____
Signature

Carol McManus, Attorney-in-Fact
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:
Owner's Representative (*Engineer or other party*):

Jared Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Kim Clayback, Infrastructure Engineer
City of Bradenton
Public Works and Utilities
1411 9th Street West
Bradenton, FL 34205
(941) 708-6300

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West
Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West, Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $312,397.45
Description (*Name and Location*): ITB 22-002KC
Sidewalk Construction, Rehabilitation and Repair
Continuing Services Contract
City of Bradenton, Florida

BOND
Bond Number: 3302508
Date (*Not earlier than Effective Date of Agreement*):
Amount: $312,397.45
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), 255.05(8) and 255.05 (10), are incorporated in this bond by reference. This bond shall be considered a Statutory Bond and not a Common-Law Bond.

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**
C-Squared Certified General Contractor, Inc. (Seal) Contractor's Name and Corporate Seal	FCCI Insurance Company (Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney)
Sean D'Agostino Print Name	Jared M. Hawkins Print Name
President Title	Attorney-in-Fact and Licensed Florida Resident Agent/W034875 Title Phone (941) 366-8424
Attest: _____ Signature	Attest: _____ Signature
Office Manager Title	Carol McManus, Attorney-in-Fact Title

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 herefrom 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.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

Jared Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Kim Clayback, Infrastructure Engineer
City of Bradenton
Public Works and Utilities
1411 9th Street West
Bradenton, FL 34205
(941) 708-6300

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jared M. Hawkins; Carol McManus; Darren Howard;
Thomas Kochis; Robert W. Brown; Stacy Baier

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

SECTION 00614
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:	3302508
CONTRACTOR NAME:	C-Squared Certified General Contractor, Inc.
CONTRACTOR ADDRESS:	3547 53rd Ave. West
	Bradenton, FL 34210
CONTRACTOR PHONE NO:	(941) 960-8114
SURETY COMPANY:	FCCI Insurance Company
	6300 University Parkway, Sarasota, FL 34240 (941) 226-3224
OWNER NAME:	City of Bradenton
OWNER ADDRESS:	1411 9th Street West
	Bradeton, FL 34205
OWNER PHONE NO.:	(941) 708-6300
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	n/a
OBLIGEE ADDRESS:	n/a
OBLIGEE PHONE NO.:	n/a
BOND AMOUNT:	$312,397.45
CONTRACT NO.: (If applicable)	ITB 22-002KC
DESCRIPTION OF WORK:	Sidewalk Construction, Rehabilitation and Repair
	Continuing Services Contract
PROJECT LOCATION:	City of Bradenton, Florida
LEGAL DESCRIPTION: (If applicable)	Sidewalk Construction, Rehabilitation and Repair
	Continuing Services Contract, City of Bradenton, Florida

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West
Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $312,397.45
Description (*Name and Location*): ITB 22-002KC
Sidewalk Construction, Rehabilitation and Repair
Continuing Services Contract
City of Bradenton, Florida

BOND
Bond Number: 3302508
Date (*Not earlier than Effective Date of Agreement*):

Amount: $312,397.45
Modifications to this Bond Form: None

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**
C-Squared Certified General Contractor, Inc. (Seal)	FCCI Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Sean D'Agostino	Jared M. Hawkins
Print Name	Print Name
President	Attorney-in-Fact and Licensed Florida Resident Agent/W034875
Title	Title Phone (941) 366-8424
Attest: Amanda Kelly	Attest: Carol McManus
Signature	Signature
Office Manager	Carol McManus, Attorney-in-Fact
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:
Owner's Representative (*Engineer or other party*):

Jared Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Kim Clayback, Infrastructure Engineer
City of Bradenton
Public Works and Utilities
1411 9th Street West
Bradenton, FL 34205
(941) 708-6300

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West
Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West, Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $312,397.45
Description (*Name and Location*): ITB 22-002KC
Sidewalk Construction, Rehabilitation and Repair
Continuing Services Contract
City of Bradenton, Florida

BOND
Bond Number: 3302508
Date (*Not earlier than Effective Date of Agreement*):
Amount: $312,397.45
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), 255.05(8) and 255.05 (10), are incorporated in this bond by reference. This bond shall be considered a Statutory Bond and not a Common-Law Bond.

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**
C-Squared Certified General Contractor, Inc. (Seal)	FCCI Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Sean D'Agostino	Jared M. Hawkins
Print Name	Print Name
President	Attorney-in-Fact and Licensed Florida Resident Agent/W034875
Title	Title Phone (941) 366-8424
Attest: _____	Attest: _____
Signature	Signature
Office Manager	Carol McManus, Attorney-in-Fact
Title	Title

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 herefrom 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

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jared M. Hawkins; Carol McManus; Darren Howard;
Thomas Kochis; Robert W. Brown; Stacy Baier

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

City of Bradenton
Bid Form
Sidewalk Construction, Rehabilitation, & Repair Continuing Services Contract

Item Number	Description	Reference	Unit	Quantity*	AJ Gen'l Construction Unit Price	AJ Gen'l Construction Total Price	C-Squared Unit Price	C-Squared Total Price	Gator Unit Price	Gator Total Price
	Lump Sum Items									
L1	Mobilization	Not to exceed	8%	NA	8%	NA	8%	NA	8%	NA
L2	Maintenance of Traffic (Local Roads, no flaggers required)	Not to exceed	2%	NA	2%	NA	2%	NA	2%	NA
L3	Maintenance of Traffic (Collector Streets)	Not to exceed	4%	NA	4%	NA	4%	NA	4%	NA
L4	Maintenance of Traffic (Arterials as defined by Land Use	Not to exceed	6%	NA	6%	NA	6%	NA	6%	NA
L5	Environmental Protection	Not to exceed	1%	NA	1%	NA	1%	NA	1%	NA
	Concrete Removal									
	Concrete, Curb Removal, Includes Hauling and Disposal									
R1	1-250 LF		LF	240	$ 15.00	$ 3,600.00	$ 21.95	$ 5,268.00	$ 10.50	$ 2,520.00
R2	250 or more LF		LF	600	$ 9.00	$ 5,400.00	$ 21.95	$ 13,170.00	$ 9.50	$ 5,700.00
	Concrete, Sidewalk and Driveway Apron Removal, Includes									
R3	1-150 SY		SY	140	$ 49.00	$ 6,860.00	$ 54.75	$ 7,665.00	$ 16.35	$ 2,289.00
R4	150 or more SY		SY	250	$ 44.00	$ 11,000.00	$ 42.10	$ 10,525.00	$ 13.95	$ 3,487.50
	Concrete Placement									
P1	Concrete, Type D Curb	FDOT Index	LF	240	$ 37.50	$ 9,000.00	$ 26.10	$ 6,264.00	$ 40.25	$ 9,660.00
P2	Concrete, Type F, Curb and Gutter	FDOT Index	LF	240	$ 37.50	$ 9,000.00	$ 34.60	$ 8,304.00	$ 41.50	$ 9,960.00
P3	Concrete, 24", Type A, Miami Curb	City Specifications	LF	240	$ 37.50	$ 9,000.00	$ 32.00	$ 7,680.00	$ 40.25	$ 9,660.00
P4	Concrete, Sidewalk, 4" Depth	City Specifications	SY	600	$ 56.25	$ 33,750.00	$ 55.55	$ 33,330.00	$ 97.50	$ 58,500.00
P5	Concrete, Sidewalk and Driveway, 6" Depth	City Specifications	SY	200	$ 87.50	$ 17,500.00	$ 71.00	$ 14,200.00	$ 110.00	$ 22,000.00
P6	Concrete, Other 4" Depth		SY	50	$ 75.00	$ 3,750.00	$ 94.25	$ 4,712.50	$ 97.50	$ 4,875.00
P7	Concrete, Other 6" Depth		SY	50	$ 93.75	$ 4,687.50	$ 107.15	$ 5,357.50	$ 110.00	$ 5,500.00
P8	Concrete, Retaining Wall (<=12")		CY	4	$ 1,000.00	$ 4,000.00	$ 1,312.25	$ 5,249.00	$ 1,550.00	$ 6,200.00
	Signing and Striping									
S1	12" Solid Thermoplastic Striping	City Specifications	LF	240	$ 8.75	$ 2,100.00	$ 13.30	$ 3,192.00	$ 3.50	$ 840.00
S2	24" Solid Thermoplastic Striping	City Specifications	LF	120	$ 16.25	$ 1,950.00	$ 15.75	$ 1,890.00	$ 6.05	$ 726.00
S3	White or Yellow Paint Curb Marking	City Specifications	LF	120	$ 7.50	$ 900.00	$ 9.65	$ 1,158.00	$ 2.60	$ 312.00
S4	Relocate Existing Post Mounted Sign	City Specifications	EA	6	$ 219.00	$ 1,314.00	$ 272.95	$ 1,637.70	$ 115.00	$ 690.00
S5	Install New Post Mounted Sign	City Specifications	EA	12	$ 500.00	$ 6,000.00	$ 903.25	$ 10,839.00	$ 260.00	$ 3,120.00
S6	Rectangular Rapid Flashing Beacon (FDOT 654-2-22)	FDOT	LS	4	$12,000.00	$ 48,000.00	$10,259.15	$ 41,036.60	$11,675.00	$ 46,700.00
	Other									
O1	Silt Fence		LF	2500	$ 4.00	$ 10,000.00	$ 3.30	$ 8,250.00	$ 2.80	$ 7,000.00
O2	Storm Inlet Protection		EA	15	$ 93.00	$ 1,395.00	$ 310.10	$ 4,651.50	$ 175.00	$ 2,625.00
O3	Reset Granite Curb		LF	100	$ 45.00	$ 4,500.00	$ 71.20	$ 7,120.00	$ 51.95	$ 5,195.00
O4	Argentine Bahia Sod, Installed per FDOT standards	FDOT Index	SF	2400	$ 0.84	$ 2,016.00	$ 2.70	$ 6,480.00	$ 0.85	$ 2,040.00
O5	St. Augustine Sod, Installed per FDOT standards	FDOT Index	SF	600	$ 1.55	$ 930.00	$ 5.55	$ 3,330.00	$ 1.05	$ 630.00
O6	Detectable Warning Mats, F&I, 2' x 3' yellow	City Specifications	EA	12	$ 220.00	$ 2,640.00	$ 300.55	$ 3,606.60	$ 58.50	$ 702.00
O7	Bollard	City Specifications	EA	10	$ 938.00	$ 9,380.00	$ 450.45	$ 4,504.50	$ 975.00	$ 9,750.00
O8	Adjust Utility Box to Grade		EA	12	$ 563.00	$ 6,756.00	$ 921.65	$ 11,059.80	$ 625.00	$ 7,500.00
O9	Adjust Curb Inlet Lid or Grate Inlet to Grade		EA	9	$ 1,563.00	$ 14,067.00	$ 1,676.55	$ 15,088.95	$ 1,085.00	$ 9,765.00
O10	Replace Curb Inlet Lid including Ring and Cover (Nominal size 5' x 5')	City Specifications	EA	10	$ 3,750.00	$ 37,500.00	$ 3,354.50	$ 33,545.00	$ 2,720.00	$ 27,200.00
O11	Replace Curb Inlet Structure	City Specifications	EA	2	$ 8,750.00	$ 17,500.00	$ 8,640.15	$ 17,280.30	$ 6,740.00	$ 13,480.00
O12	Replace Grate Inlet Structure	City Specifications	EA	2	$ 6,250.00	$ 12,500.00	$ 6,393.35	$ 12,786.70	$ 5,830.00	$ 11,660.00
O13	Surveyor		HR	12	$ 225.00	$ 2,700.00	$ 150.90	$ 1,810.80	$ 165.00	$ 1,980.00
O14	Arborist		HR	3	$ 188.00	$ 564.00	$ 135.00	$ 405.00	$ 165.00	$ 495.00
O15	Irrigation Repair (per Work Assignment)		ALLOW			$ 1,000.00		$ 1,000.00		$ 1,000.00
	Basis of Award					**$ 301,259.50**		**$ 312,397.45**		**$ 293,761.50**
	New Construction									
C1	Clearing and Grubbing (includes trees <6" diameter)		AC	1	$31,250.00	$ 31,250.00	$ 9,295.45	$ 9,295.45	$83,500.00	$ 83,500.00
C2	Tree Removal (> 6" diameter)		EA	10	$ 563.00	$ 5,630.00	$ 1,635.50	$ 16,355.00	$ 1,950.00	$ 19,500.00
C3	Additional Grading of Areas Beyond the 2' Back or Side of		SY	400	$ 5.00	$ 2,000.00	$ 23.25	$ 9,300.00	$ 11.85	$ 4,740.00
C4	Relocate Mailbox		EA	24	$ 157.00	$ 3,768.00	$ 285.00	$ 6,840.00	$ 120.00	$ 2,880.00
	Total					**$ 343,907.50**		**$ 354,187.90**		**$ 404,381.50**

*Quantities shown are for bid purposes only and may not reflect the actual quantities included in a specific work assignment.

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Lance Williams, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: State Highway Lighting Maintenance and Compensation Agreement Work Order

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Agreement between the Florida Department of Transportation and the City of Bradenton for the maintenance of and compensation for state highway streetlight maintenance.

FINANCIAL IMPACT:
The Florida Department of Transportation will pay the City of Bradenton $175,297.44 for maintenance of state highway streetlights located within the City of Bradenton limits.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the State Highway Lighting Maintenance and Compensation Agreement Work Order with the Florida Department of Transportation.

ATTACHMENTS:
State Highway Lighting Maintenance and Compensation Agreement Work Order from the Florida Department of Transportation

STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: **ASH57**
Maintaining Agency: **City of Bradenton**
Financial Project No: **413550-1-78-02**
Fiscal Year: **2024-2025**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **24/25** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on **May 15, 2020**.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2024, and ending June 30, 2025, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **$175,297.44**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature): _____ Date: _____

Printed Name: _____ Title: _____

Attest: _____ Approved as to form: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

EXHIBIT A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2024-2025

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $327.92 in fiscal year 2023-2024 shall increase to $337.76 in fiscal year 2024-2025.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%. Example: 1432 (lights) x $327.92 (unit rate) x 100% = $469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS			
Standard	79	HPS	$337.76	100.00	$26,683.04
Underdeck		HPS			
Sign		HPS			
High Mast		LED			
Standard	440	LED	$337.76	100.00	$148,614.40
Underdeck		LED			
Sign		LED			

Highway Lighting Maintenance and Compensation Agreement Inventory
EXHIBIT 'A' ATTACHMENT

Agency Name: CITY OF BRADENTON

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
SR 64	MANATEE	51st ST E	77th ST W	79	STANDARD	HPS
SR 64	MANATEE	51st ST E	77th ST W	277	STANDARD	LED
(301) 1st ST W	MANATEE	Northside Desoto Bridge	30th ST W	23	STANDARD	LED
(301) 1st ST W	MANATEE	Northside Desoto Bridge	30th ST W	50	STANDARD	LED
(BUS 41) 14th ST W	MANATEE	26th AVE W	Southside of Green Bridge	71	STANDARD	LED
ROUND ABOUT	MANATEE	15th ST E	9th AVE E	19	STANDARD	LED
			TOTAL # OF LIGHTS BEING MAINTAINED:	**519**		

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Wastewater Treatment Plant Clarifier 4 Construction Expenditure

SUGGESTED ACTION: Requesting approval from Council for the expenditure to construct Clarifier 4 using SRF funding - final approval was on October 3, 2023.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 9, 2023, Council approved the contract award to Poole and Kent for construction of Clarifier 4 at the wastewater treatment plant. The award was contingent on the finalization of the SRF funding award from FDEP. The City received final approval of the funding on October 3, 2023. The request is to formalize the expenditure of funds from the SRF loan to construct the improvements at the wastewater plant and have construction engineer inspection provided by the engineer of record.

Per the City's Purchasing Policy, City Council must approve any expenditures over $75,000.

FINANCIAL IMPACT:
SRF funding for the construction and CEI is encumbered in GL account 40859000-563000-24518.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the expenditures related to the construction and inspection of the clarifier improvements at the waste water treatment plant.

ATTACHMENTS:
Tabulation Sheet
Clean Water State Revolving Fund Construction Loan Agreement WW4103A0
8-9-2023 City Council Minutes

Tabulation Sheet

Agency Name City of Bradenton

Bid Number ITB-40859000-563000-WTRKP-0-2023/EJ

Bid Name Bradenton Water Reclamation Facility Addition of Fourth Clarifier

Bid Due Date 07/21/2023 10:00:00 Eastern

Bid Opening **Closed**

3 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Poole & Kent Company of Florida	07/21/2023 09:34:03 Eastern	1715 W. Lemon Street, Tampa, FL, 33606	$15909210.0000	-1000.0000		Completed Bid Package	✓
2 .	Thalle Construction Co., Inc.	07/21/2023 09:47:41 Eastern	900 NC HWY 86 North, Hillsborough, NC, 27278	$21665000.0000	0.0000		Completed Bid Package	✓
3 .	TLC Diversified, Inc.	07/21/2023 09:55:21 Eastern	2719 17th Street East, Palmetto, FL, 34221	$19578000.0000	0.0000		Completed Bid Package	✓

Kim Clayback

From: Montgomery, Thomas <Thomas.Montgomery@dep.state.fl.us>
Sent: Monday, June 3, 2024 9:23 AM
To: Kim Clayback
Subject: [EXTERNAL] FW: Bradenton – WW4103A0 - new con – Wastewater Collection & Treatment Improvements
Attachments: Bradenton WW4103A0 new con executed.pdf

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

From: McArthur, Scott <Scott.McArthur@FloridaDEP.gov>
Sent: Tuesday, October 3, 2023 9:27 AM
To: Jim Mclellan <jim.mclellan@bradentonFL.gov>
Cc: Rob.Perry@bradentonfl.gov; Montgomery, Thomas <Thomas.Montgomery@dep.state.fl.us>; Chitty, Chelsea <Chelsea.Chitty@FloridaDEP.gov>
Subject: Bradenton – WW4103A0 - new con – Wastewater Collection & Treatment Improvements

Dear Mr. McLellan:

We are pleased to provide State Revolving Fund financial assistance for construction of the City's wastewater collection and treatment improvements project. One original of the fully executed loan agreement is attached. To draw money under the agreement, please call Richard Scott at (850)245-2964 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Scott McArthur
Government Operations Consultant I
Division of Water Restoration Assistance
State Revolving Fund Program
Scott.McArthur@FloridaDEP.gov
Office: 850-245-2998

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF BRADENTON, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW4103A0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CONTENTS PAGE

ARTICLE I - DEFINITIONS 1
1.01. WORDS AND TERMS. 1
1.02. CORRELATIVE WORDS. 3

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS 3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. 3
2.02. LEGAL AUTHORIZATION. 5
2.03. AUDIT AND MONITORING REQUIREMENTS. 5

ARTICLE III - LOAN REPAYMENT ACCOUNT 8
3.01. LOAN DEBT SERVICE ACCOUNT. 8
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS. 9
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS. 9
3.04. ASSETS HELD IN TRUST. 9

ARTICLE IV - PROJECT INFORMATION 9
4.01. PROJECT CHANGES. 9
4.02. TITLE TO PROJECT SITE. 9
4.03. PERMITS AND APPROVALS. 9
4.04. ENGINEERING SERVICES. 9
4.05. PROHIBITION AGAINST ENCUMBRANCES. 10
4.06. COMPLETION MONEYS. 10
4.07. CLOSE-OUT. 10
4.08. LOAN DISBURSEMENTS. 10

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM 11
5.01. RATE COVERAGE. 11
5.02. NO FREE SERVICE. 11
5.03. MANDATORY CONNECTIONS. 11
5.04. NO COMPETING SERVICE. 11
5.05. MAINTENANCE OF THE UTILITY SYSTEM. 11
5.06. ADDITIONS AND MODIFICATIONS. 11
5.07. COLLECTION OF REVENUES. 11

ARTICLE VI - DEFAULTS AND REMEDIES 12
6.01. EVENTS OF DEFAULT. 12
6.02. REMEDIES. 13
6.03. DELAY AND WAIVER. 14

ARTICLE VII - THE PLEDGED REVENUES 14
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT. 14
7.02. ADDITIONAL DEBT OBLIGATIONS. 14

CONTENTS PAGE

ARTICLE VIII - GENERAL PROVISIONS 15
8.01. DISCHARGE OF OBLIGATIONS. 15
8.02. PROJECT RECORDS AND STATEMENTS. 15
8.03. ACCESS TO PROJECT SITE. 15
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. 15
8.05. AMENDMENT OF AGREEMENT. 15
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION. 16
8.07. SEVERABILITY CLAUSE. 16
8.08. USE AS MATCHING FUNDS. 16
8.09. DAVIS-BACON ACT REQUIREMENT. 16
8.10. AMERICAN IRON AND STEEL REQUIREMENT. 17
8.11. FISCAL SUSTAINABILITY PLAN. 17
8.12. PUBLIC RECORDS ACCESS. 18
8.13. SCRUTINIZED COMPANIES. 18
8.14. SUSPENSION. 19
8.15. CIVIL RIGHTS. 20

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE 20
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS. 20
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS. 20
9.03. INSURANCE REQUIRED. 21

ARTICLE X - DETAILS OF FINANCING 21
10.01. PRINCIPAL AMOUNT OF LOAN. 21
10.02. LOAN SERVICE FEE. 21
10.03. FINANCING RATE. 22
10.04. LOAN TERM. 22
10.05. REPAYMENT SCHEDULE. 22
10.06. PROJECT COSTS. 22
10.07. SCHEDULE. 23

ARTICLE XI - EXECUTION OF AGREEMENT 24

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW4103A0

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BRADENTON, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) "Fiscal Sustainability Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles,

exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the wastewater collection and treatment improvements in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "Bradenton WRF Addition of Fourth Clarifier Plant Modifications Associated with Injection Well"; and

(b) "City of Bradenton Aquifer Recharge Well"; and

(c) "Sanitary Sewer Pipe and Manhole Lining Rehabilitation Services".

The Project is in agreement with the planning documentation accepted by the Department effective July 25, 2023. A Florida Categorical Exclusion Notification was published on May 12, 2023 and no adverse comments were received.

(20) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(21) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(22) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(23) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such

budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$20,000,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the

Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the

services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule

based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/interim-davis-bacon-act-guidance.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below**:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the

Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civils Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $20,174,500, which consists of $20,000,000 to be disbursed to the Local Government and $174,500 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $400,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $20,000,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.71 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before October 1, 2023 the Financing Rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $552,657 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2026 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $20,574,500, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this

Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Construction and Demolition	38,559,000	*Line items may vary*
Contingencies	3,855,900	*based on Actual*
Technical Services After Bid Opening	1,320,000	*Disbursements*
SUBTOTAL (Disbursable Amount)	43,734,900	20,000,000
Capitalized Interest	174,500	174,500
TOTAL (Loan Principal Amount)	43,909,400	20,174,500

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on August 9, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2026.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2026.

(4) The first Semiannual Loan Payment in the amount of $552,657 shall be due September 15, 2026.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW4103A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF BRADENTON

Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Digitally signed by Angela Knecht
Date: 2023.09.29 13:05:01 -04'00'

Secretary or Designee

Date

Approved by City Council
September 13, 2023

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 9, 2023
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, August 9, 2023.

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

City Officials: Rob Perry, City Administrator; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Lance Williams, Finance Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Lead Pastor Sam Rainer with Bayside Community Church.

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

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Mike Meehan, P.O. Box 14141, shared his concerns for the potential adverse effects to the environment as a result of vendors operating on the Palma Sola Causeway.

Peter Fitzgerald, 210 3rd Street West, Apartment 8108, voiced his concerns with the homeless population gathering on the Riverwalk.

Kathy Fitzgerald, 210 3rd Street West, Apartment 8108, recommended installing cameras to monitor the homeless activity on Riverwalk. She praised Sergeant Pilant and Officer McNeal for their assistance with the disturbances she reported.

Ed Higgins, 210 3rd Street West, Apartment 206, recommended replacing or remodeling the benches along the Riverwalk to discourage people from sleeping. He also recommended closing the park during certain hours.

Discussion: Homeless issues

CONSENT AGENDA:

a) Administrative Services: Resolution 23-67: 2023-24 CDBG Annual Action Plan
b) City Administration: Reimbursement Agreement with Manatee County

c) City Administration: Resolution 23-71 - Manatee County Comprehensive Emergency Management Plan
d) Clerk: Minutes from the June 14, 2023 City Council Meeting
e) Clerk: Minutes from the July 26, 2023 City Council Workshop
f) Planning & Community Development: Villages of Glen Phase 4A Final Plat Approval
g) Police: FUSUS Real Time Crime Center Command Software
h) Police: Renewal of School Resource Officer Contract for 2023-24
i) Public Works & Utilities: Interlocal Agreement Revision with Manatee County for Temporary Right-of-Way Maintenance
j) Public Works & Utilities: Oyster Habitat Restoration Survey for Permitting
k) Purchasing: PB-23-18MK Agreement with Mader Electric, Inc.
l) Purchasing: PB-23-017NT Agreement with Municipal Equipment Company, LLC

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4010 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Report:

"Staff recommends approval of the requested vacation of rights-of-way for Case RV.23.1781 with no stipulations."

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4010, VACATING A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77 was made by Councilwoman Coachman and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

b) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4012 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND 113 5TH AVENUE DRIVE EAST AND A PORTION OF 102 AND THE ENTIRETY OF 120

MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A", PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Assistant Director of Planning and Community Development, reminded Council a full presentation was given during the July 26, 2023, City Council meeting. Mr. DeLong said he would be more than happy to give the presentation again if Council wished. He reiterated that although staff recommended denial of the application, the Planning Commission voted for approval by a vote of four to one.

Staff Summary and Recommendation:

> *"It appears that the proposed rezoning request does not meet the intent of the Special District zoning classification. Based on the submitted application materials, the applicant is requesting the zoning change for the subject properties to accommodate a specific use type (car wash), while the intent of the Special District is for redevelopment of a property or area that cannot conform to one or more of the normative community types or transect zones in the Code. It should be noted that as recently as 2021, a retail building and parking lot were in existence on a portion of the subject rezoning area. Further, all adjacent land uses and most of those in the general vicinity of the subject properties are meeting the Form Based Code use types either as a Permitted Use or Special Use.*
>
> *Because the proposed Zoning Atlas Amendment (rezoning) request does not meet the intent of the Form Based Code's description of a Special District, the overall intent of the Urban Central Business District Future Land Use Category, and that the Comprehensive Plan states that car washes are prohibited unless approved by City Council, staff recommends denial of the proposed request."*

The applicant's attorney, Bill Galvano, shared his research regarding the property, such as traffic patterns during peak hours. He said, in his opinion, the proposed car wash and surrounding businesses are neighborhood facilities, not destination facilities, which may account for the traffic volume. He also stated that the proposed site plans include a storage lane that would ease the traffic congestion in that area, even during peak hours.

Mr. Galvano explained that the current zoning allows for a movie theater, restaurants, and parking garages, which would all have a higher visitation density than a car wash. He went on to say that his client was willing to work with the City to landscape and design the building to be compatible with the area.

Mr. DeLong presented the Form Based Code and highlighted that the property is in the T5 Zone, which permits residential, hotels, office buildings, retail, restaurants, museums, and libraries; however, not car washes, as most automotive businesses would need Special Use Permit approval. He pointed out that if Council accepts Mr. Galvano's proposal of re-zoning the area from a T5 Zone to a Special District Zone, any of the businesses currently needing a Special Use Permit would then be permitted to operate in that area.

Councilwoman Gonzalez Moore reiterated Mr. DeLong's point that by re-zoning the area in the future, all current prohibited businesses would be permitted to operate. She encouraged the owner to be

creative and develop a business that fits within the T5 zone allowance. Councilwoman Gonzalez Moore stated that changing the zoning to allow automotive businesses was contrary to the objectives to encouraging multimodal transportation and walkability.

Vice Mayor Kocher inquired why the car wash wasn't seeking a Special Use permit, instead of re-zoning to a Special District. Kyle Grimes, also the applicant's attorney, stated that car washes are not allowed to file for Special Use permit, and the only available route is re-zoning the area to a Special District.

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

Mayor Brown shared that when the zoning was classified as T5, that section was not considered to be a walkable area with the busy surrounding streets. However, since then, there had been discussions regarding changing the corridor so that area could be an extension of downtown and be a part of the Urban Core District, where multimodality was a future goal. The Mayor went on to point out that the proposed car wash could generate much less traffic than most of the operations currently permitted for that parcel.

Discussion: Different Form Based Code options other than Special District and the suitability of a car wash in the Urban Core District

MOTION TO APPROVE ORDINANCE 4012 was made by Councilman Cramer and seconded by Vice Mayor Kocher. The motion passed 4-1. Councilwoman Gonzalez Moore voted no.

c) City Administration: ORDINANCE 4013 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4013 was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

The meeting was recessed at 9:35 a.m. and reconvened at 9:46 a.m.

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

a) Public Works & Utilities: Poole & Kent Company of Florida Conditional Contract Award

Jim McLellan, Director of Public Works and Utilities, announced Jones Edmunds recommended Poole & Kent Company as the awardee for the WRF Addition of 4th Clarifier Plant modifications associated with

the Injection Well Project. Mr. McLellan explained this would be a conditional award, as it is contingent on the approval of the State Revolving Fund (SRF) loan. He explained that the SRF loan is a low-interest loan through the Florida Department of Environmental Protection for infrastructure projects.

Discussion: Water treatment process and cost increases due to inflation

MOTION TO APPROVE THE CONDITIONAL AWARD OF CONTRACT TO POOLE & KENT COMPANY OF FLORIDA PENDING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND APPROVAL OF THE PROJECT FOR FUNDING was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

b) City Administration: City Health Insurance

Rob Perry, City Administrator, and Lance Williams, Finance Director, presented proposed changes to the Retiree Health Insurance Program. Mr. Williams explained that retirees who worked for the City for at least 20 years receive a stipend, which was a variety of different payments that were made to cover the cost of their insurance premiums.

Mr. Perry went on to explain that the claims in 2022 reached $1.9 million for the 179 retired City employees that were enrolled in the program. Mr. Perry proposed an adjustment to cost sharing to offset the administrative costs of managing the insurance program by third-party vendors.

An additional change to the insurance coverage, explained Mr. Perry, could be the 75/25 coverage for the employee/dependent(s).

Discussion: Better communication and educating retirees about using the City's plan as supplemental insurance coverage

Mr. Williams announced City staff would host meetings to answer retirees' questions and better educate on the changes that were being made.

MOTION TO ADOPT THE RECOMMENDATION FROM FINANCE DEPARTMENT STAFF TO REVISE THE CITY RETIREES' HEALTH INSURANCE PLANS TO MIRROR THE HEALTH INSURANCE CHANGES FOR ACTIVE EMPLOYEES FOR FISCAL YEAR 2024 AND TO AUTHORIZE STAFF TO EXPLORE ADDING THE BENEFIT OF TELEDOC SERVICES FOR RETIREES was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Ward V Pam Coachman: Councilwoman Coachman was delighted by the citizens' sharing and encouraged them to continue participating in local government.

Councilwoman Coachman inquired if the striping on 9th Street, between 17th Avenue and 26th Avenue, was an upcoming project. Mr. McLellan informed that there were funds available in the Paving Program to re-stripe that area.

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor Kocher shared that she participated in the Central CRA meeting and enjoyed being able to hear comments or concerns from residents.

She applauded Public Works and Utilities staff for their careful planning of the paving in downtown Bradenton by not completely shutting down roads while the vendor completed the work.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey commented on the number of phone calls from citizens she received regarding people panhandling. She encouraged citizens to donate to approved homeless and outreach centers rather than giving money to panhandlers.

Councilwoman Barnebey thanked Mr. McLellan and his staff for all of their hard work at Lewis Park and commented on the positive response she had received from residents.

She asked Mr. McLellan to elaborate on the comments made by citizens concerning the security issues at the Riverwalk. Mr. McLellan announced Public Works staff will research adding a railing system to the benches to separate the seats.

Councilwoman Barnebey shared her condolences for the family of Francis F. Davis and thanked all who expressed their sympathy for the loss of her husband's step-sister.

Councilman Ward III Josh Cramer: Councilman Cramer thanked Public Works and Utilities staff for the signage informing residents of upcoming road work and also for the efficient work itself.

Councilman Cramer expressed his appreciation for the meetings between local governments in Manatee County.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore shared that the Homeless Coalition was meeting tomorrow, August 10, 2023, and she would regularly update the Council at meetings.

Mayor Gene Brown: Mayor Brown shared that there was a Keep Manatee Beautiful cleanup event in the morning and invited everyone to attend.

Mayor Brown thanked community partners as well as Sergeant Pilant and Officers Jessica Sirignano and Kaylee Gruenig. He emphasized the need to help the area around The Salvation Army and looked forward to working with their staff.

Mayor Brown was enthused about the positive changes at Lewis Park and how so many people were enjoying the upgrades.

Mayor Brown was pleased to announce that Bradenton would host the Ladies Professional Golf Association (LPGA) tournament at the Bradenton Country Club on January 22-28, 2024.

DEPARTMENT HEAD REPORTS:

Mr. McLellan shared the ten-year plan for updating the roadways and underground utilities in the City. He also announced that Public Works staff was in the process of finalizing a grant request for a resiliency plan.

Mr. McLellan introduced Public Works and Utilities new Utility Section Manager, LaTishia Smith, who was a licensed Wastewater Treatment Plant Operator.

Chief Geer announced that the Bradenton Fire Department was awarded a $40,000 grant from Firehouse Subs for rescue tools.

Chief Geer was pleased to announce that the Fire Department maintained an Insurance Services Office (ISO) Class Two rating and thanked all City staff who helped with their efforts.

Mayor Brown adjourned the City Council meeting at 11:02 a.m.

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

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Treatment Plant Sludge Lagoons Work Assignment Expenditure

SUGGESTED ACTION: Approval of the work assignment for Woodruff & Sons to dredge the sludge lagoons at the water plant.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Woodruff & Sons, Inc. is executing planned maintenance at the water treatment plant. The work assignment is authorized by PB23-006KC, approved by Council on April 26, 2023 and expires February 28, 2027.

FINANCIAL IMPACT:
Funding was approved in FY2024 in account 40253320 - water treatment plant operational budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Water Treatment Plant Sludge Lagoons work assignment expenditure.

ATTACHMENTS:
Invoice from Woodruff & Sons, Inc.

WOODRUFF & SONS, INC.

P.O. Box 10127 • Bradenton, Florida 34282-0127
(941) 756-1871 • fax: (941) 755-1379
www.woodruffandsons.com

Invoice No. 24470
Date 04/15/24
Job No. 2806-SLU

INVOICE

Client

ID No 18050
Name City of Bradenton
Address 1411 - 9th Street West
Address
City Bradenton State FL Zip 34205

Description

Location: WTP, Natalie Way-SR70
Nature: Emergency Repair

Attn: Kim Clayback

Date	Qty	Units	Description	Unit Price	TOTAL
Mar.,2024	1.00	ls	Sludge Lagoon repair	$82,372.80	$ 82,372.80

				Subtotal	$ 82,372.80
7.00%	Tax	n		FL-Manatee	$ -
7.00%	Tax	n		FL-Real Property	$ -
7.00%	Tax	n		FL-Sarasota	$ -
				TOTAL	$ 82,372.80

Office Use Only

1 1/2 % per month Service Charge will be added to all accounts over due.

SEWER AND WATERLINE INSTALLATIONS • SITE DEVELOPMENT
SUPPLIER OF CRUSHED CONCRETE BASE AND SOIL CEMENT

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-21-10KC Contract Extension with GML Coatings LLC

SUGGESTED ACTION: Approval of the first extension.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the first contract extension of PB-21-10KC for GML Coatings, LLC, to provide the City with as needed sanitary sewer, stormwater, line, and manhole rehabilitation services.

FINANCIAL IMPACT:
Included in FY24 budget.

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

SUGGESTED MOTION:
Motion to approve the first contract extension of PB-21-10KC with GML Coatings LLC.

ATTACHMENTS:
PB-21-10KC with GML Coatings LLC

First Contract Extension of PB-21-10KC between GML Coatings LLC and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-21-10KC (the "Extension"), is made this 12th day of June 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and GML Coatings, LLC, a Florida limited liability company (hereafter referred to as "Contractor), with a principal office located at 10315 Technology Terrace, Bradenton, Florida 34211.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-21-10KC (the "Contract") on October 13, 2021, whereby Contractor was to provide the City with as needed sanitary sewer, stormwater, line and manhole rehabilitation services;

WHEREAS, the Contract period is for three years, through October 12, 2024;

WHEREAS, the Contract was a piggyback contract of Manatee County agreement No. 21-R075323JH and such contract provided for two (2) one (1) year renewal options;

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year period to February 28, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions of the Contract are hereby amended, and such amended term shall prevail over conflicting provisions of the Contract:
   a. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on February 28, 2025.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and

the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 12th day of June, 2024.

Justin Randolph, as President — 6/4/24
GML Coatings, LLC — Date

Gene Brown — Date
Mayor, City of Bradenton

Erin Jones — 06/05/2024
Erin Jones, CPPB, NIGP-CPP — Date
Purchasing Manager, City of Bradenton

AMENDMENT NO. 2 TO AGREEMENT NO. 21-R075323JH
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES

This Amendment No. 2 to Agreement No. 21-R075323JH (hereinafter referred to as "Amendment") is made as of this 29th day of February, 2024 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as "County") and GML Coatings, LLC., a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on March 1, 2021, the Parties hereto entered into Agreement 21-R075323JH for sanitary sewer, stormwater, line & manhole rehabilitation services (hereinafter referred to as "Agreement"); and

WHEREAS, on February 15, 2023, the Parties hereto entered into Amendment No. 1 to incorporate Exhibit B, Fee Rate Schedule Revised; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Contractor agrees to continue to provide sanitary sewer, stormwater, line & manhole rehabilitation services to the County in accordance with the terms and conditions of the Agreement.

***NOW, THEREFORE*,** in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Recitals.**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   This Amendment No. 2 hereby renews the Agreement beginning February 29, 2024 and ending February 28, 2025.

3. **Agreement**
   The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties.

4. **Terms and Conditions.**
   Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

   [Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

By: _____

Printed Name: Justin Randolph

Title: President

Date: 2/22/24

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: Jacob Erickson, MBA, CPPO, NIGP-CPP

Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2024.02.22 13:45:18 -05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

Date: _____

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-22-036NT Second Contract Extension with Kemira Water Solutions, Inc.

SUGGESTED ACTION: Approve extension for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Second Contract Extension of PB-22-036NT, for Kemira Water Solutions to provide the City with liquid ferric sulfate.

The Parties desire to use the final renewal to extend the term of the Contract to May 7, 2025.

FINANCIAL IMPACT:
Included in FY-24 Budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the second contract extension of PB-22-036NT with Kemira Water Solutions, Inc.

ATTACHMENTS:
PB-22-036NT with Kemira Water Solutions

Second Contract Extension of PB-22-036NT between Kemira Water Solutions, Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-22-036NT (the "Extension"), is made this 12th day of June 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and KEMIRA WATER SOLUTIONS, INC. (hereafter referred to as "Contractor), with a principal office located at 200 Galleria Parkway, Suite 1500, Atlanta, Georgia 30339.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-036NT (the "Contract") on May 10, 2022, whereby Contractor was to provide the City with liquid ferric sulfate;

WHEREAS, the Contract was a piggyback contract from a City of Tampa contract (the "Tampa Contract") with the Contractor;

WHEREAS, the Tampa Contract provided for an initial contract period of one year;

WHEREAS, the Contract with the City provided for a one-year term, through May 25, 2023;

WHEREAS, the Contract allows the option to renew for two (2) additional one-year periods;

WHEREAS, the Parties previously used the first of two (2) renewals to extend the term of the Contract to May 25, 2024 via that certain First Contract Extension of PB-22-036NT;

WHEREAS, the Parties desire to use the final renewal to extend the term of the Contract to May 7, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on May 7, 2025.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 12th day of June, 2024.

Christina M. Imbrogno, as Commercial Support Manager — 5/21/24
Kemira Water Solutions, Inc. — Date

Erin Jones — 05/23/2024
Erin Jones, NIGP-CPP, CPPB — Date
Purchasing Manager, City of Bradenton

Gene Brown — Date
Mayor, City of Bradenton

PURCHASING/MTH/LW/JE

RESOLUTION NO. 2024 - 384

A RESOLUTION APPROVING THE RENEWAL OF AN AWARD BETWEEN THE CITY OF TAMPA AND KEMIRA WATER SOLUTIONS, INC., WITHOUT A PRICE INCREASE, FOR THE PROVISION OF LIQUID FERRIC SULFATE IN THE ESTIMATED AMOUNT OF $5,000,000 FOR USE BY THE WATER DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida by authority contained in Resolution No. 2022-322, passed and adopted by City Council on April 7, 2022, entered into an award with Kemira Water Solutions, Inc. for the furnishing of Liquid Ferric Sulfate for use by the Water Department; and

WHEREAS, the period of said Resolution was extended for a one-year period by authority contained in Resolution No. 2023-366, passed and adopted by City Council on April 6, 2023; and

WHEREAS, the Resolution was extended 30 days with an expiration date of May 7, 2024, per the Invitation to Bid, Bid No. 102012822, Section 4.16.1 Supplemental Unilateral Renewal Periods; and

WHEREAS, the City of Tampa and Kemira Water Solutions, Inc. mutually desire to renew said Resolution for an additional one-year period commencing as of 12:01 a.m., May 8, 2024.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No, 2022-322, passed and adopted by the City Council on April 7, 2022, the City of Tampa is renewing the award with Kemira Water Solutions, Inc. for an additional one-year period, commencing at 12:01 a.m., May 8, 2024, and expiring at 12:00 midnight, May 7, 2025, upon the same terms and conditions as contained in the original award.

Section 2. This resolution renews the award between the City and Kemira Water Solutions, Inc. for the furnishing of Liquid Ferric Sulfate and provides an estimated amount of $5,000,000 over a 12-month term, subject to annual appropriation, for use by the Water Department from the Water Operations Funds.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 02 2024.

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST: Shirley Foxx-Knowles
CITY CLERK/~~DEPUTY CITY CLERK~~
APPROVED AS TO FORM

e/s
BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

PW24-43 182

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: RFP #22-031NT Second Contract Extension with Ceres Environmental Services, Inc.

SUGGESTED ACTION: Approval of the second extension.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the second contract extension of contract RFP #23-031NT for Ceres Environmental Services, Inc. to provide the City with disaster debris removal services.

FINANCIAL IMPACT:
Included in FY24 budget.

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

SUGGESTED MOTION:
Motion to approve the second contract extension for agreement RFP #22-031NT with Ceres Environmental Services, Inc.

ATTACHMENTS:
RFP #22-031NT with Ceres Environmental, Inc.

Second Contract Extension of Contract for RFP #22-031NT between Ceres Environmental Services, Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of Contract for RFP #22-031NT (the "Extension"), is made this 12th day of June 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and CERES ENVIRONMENTAL SERVICES, INC., a Florida corporation (hereafter referred to as "Contractor"), with a principal office located at 6968 Professional Parkway, Sarasota, FL 34240.

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22-031NT;

WHEREAS, the term of the Contract ended on July 20, 2023; however, the Contract allowed the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties previously used the first of four (4) renewals to extend the term of the Contract to July 20, 2024, via that certain Contract Extension of RFP #22-0031NT;

WHEREAS, the Parties desire to use the second of four (4) renewals to extend the term of the Contract to July 20, 2025;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract.** The Contract is hereby extended to July 20, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension upon the terms and conditions above stated, this 12th day of June, 2024.

Tia Laurie
as Corporate Secretary, of Ceres Environmental Services, Inc.

June 4, 2024
Date

Gene Brown
Mayor, City of Bradenton

Date

Robert Perry
City Administrator, City of Bradenton

Date

Erin Jones
Erin Jones, CPPB, CPP
Purchasing Manager, City of Bradenton

06/05/2024
Date

4768178v1

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: RFP #22-031NT Second Contract Extension with DRC Emergency Services, LLC

SUGGESTED ACTION: Approval of the second extension.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the second contract extension of contract RFP #23-031NT for DRC Emergency Services, LLC, to provide the City with disaster debris removal services.

FINANCIAL IMPACT:
Included in FY24 budget.

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

SUGGESTED MOTION:
Motion to approve 2nd contract extension for agreement RFP 22-031NT with DRC Emergency Services, LLC.

ATTACHMENTS:
RFP #22-031NT with DRC Emergency Services, LLC

Second Contract Extension of Contract for RFP #22-031NT between DRC Emergency Services, LLC and the City of Bradenton

This SECOND CONTRACT EXTENSION of Contract for RFP #22-031NT (the "Extension"), is made this 12th day of June 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (hereafter referred to as "Contractor"), with a principal office located at 500 South Australian Ave, Suite 600, West Palm Beach, FL 33401.

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22-031NT;

WHEREAS, the term of the Contract ended on July 20, 2023; however, the Contract allowed the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties previously used the first of four (4) renewals to extend the term of the Contract to July 20, 2024, via that certain Contract Extension of RFP #22-031NT;

WHEREAS, the Partis desire to use the second of four (4) renewals to extend the term of the Contract to July 20, 2025;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

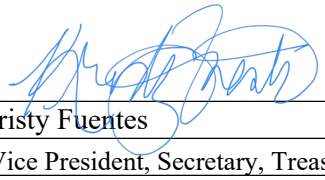
1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract.** The Contract is hereby extended to July 20, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension upon the terms and conditions above stated, this 12th day of June, 2024.

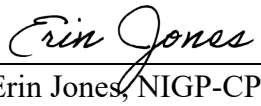


Kristy Fuentes — 5/31/2024
Date

as Vice President, Secretary, Treasurer, of DRC Emergency Services, LLC

Gene Brown — Date
Mayor, City of Bradenton

Robert Perry — Date
City Administrator, City of Bradenton



Erin Jones, NIGP-CPP, CPPB — 06/03/2024
Date
Purchasing Manager, City of Bradenton

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4040 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTON SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation

application requesting to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West. The vacation approximately 7,633-sq. ft. or 0.18 acres in size.

The applicant is requesting the vacation in order clear property of unused rights-of-way and to delineate the property for future construction of a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

ATTACHMENTS:
Ordinance 4040
Application - Ordinance 4040, Case RV.24.1517
Staff Report - Ordinance 4040, Case RV.24.1517
Presentation - Ordinance 4040, Case RV.24.1517

Ordinance No. 4040

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTON SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns property located at 705 3rd Street West, Bradenton, FL 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 40 foot wide right-of-way, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 40 foot wide right of way as shown on the Plat of Adams Anex to Braidenton Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that they meet the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed

to be in the best interest of the public.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

[INSERT "BEG AT NW COR OF BLK 19, ADAMS ANNEX, TH S 345.3 FT, TH E 178 FT, TH N 230.84 FT, TH W 89.1 FT, TH N 120 FT TO S LN OF 6TH AVE, TH WLY FOLLOWING S LN OF 6TH AVE, 89 FT TO POB (DB 123/218) ALSO: FROM THE INTERSECT OF THE R/W LN OF 6TH AVE AND THE R/W LN OF 3RD ST GO S 120 FT, TH E 81.9 FT FOR A POB, FROM THERE GO N 11 FT, TH E 81.9 FT, TH S 11 FT, TH W 81.9 FT TO THE POB (DB 300/162) LESS: BEG AT A STAKE LOCATED AT THE INTERSECT OF THE 6TH AVE R/W LN WITH THE 3RD ST R/W LN; TH GO S 109 FT, TH E 81.9 FT, TH GO N 109 FT TO THE R/W LN OF 6TH AVE TH W ALG SD R/W LN 81.9 FT TO THE POB (DB 295/488), LESS RD R/W: THAT PORTION OF LOT 2, BLK 19, ADAMS ANEX TO BRAIDENTOWN (PB 1 PG 158) IN SEC 26; COM AT THE NW COR OF LOT 3 IN SD BLK 19; TH N 88 DEG 59 MIN 25 SEC E, 81.90 FT ALG THE N LN OF SD LOTS 2 & 3 FOR A POB; TH CONT N 88 DEG 59 MIN 25 SEC E, 7.10 FT ALG THE N LN OF SD LOT 2; TH S 00 DEG 10 MIN 54 SEC W, 11.68 FT; TH N 86 DEG 53 MIN 47 W, 7.11 FT; TH N 00 DEG 10 MIN 54 SEC E, 11.16 FT TO THE POB, CONT 81 SF (1425/2342)"] PI#32675.0000/1

EXHIBIT "B"

Property to be Vacated

705 3rd St. W - A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
LB 0007474 LB 0006982 LC 0000365

EXHIBIT A

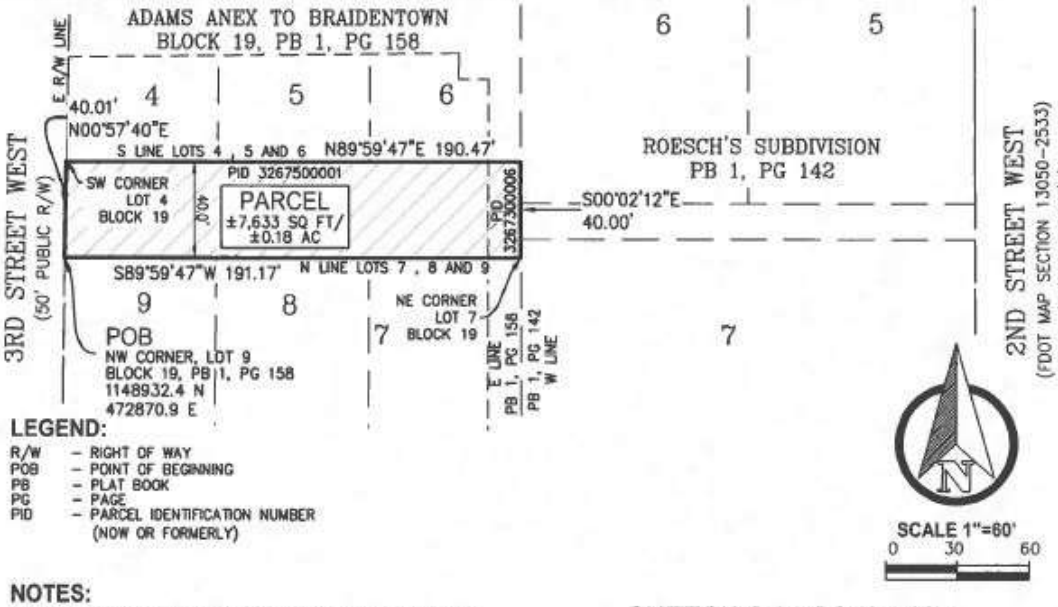
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL / REVIEWED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:01 pm, Apr 18, 2024

bradenton
The Friendly City

Request to Vacate

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 705 3rd. Street West, Bradenton, FL 34205

Parcel ID: 3267500001 Acreage: 0.18

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

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

Signature of Owner/Applicant _____ Date 4/16/24

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 241517

CITY STAFF ONLY

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

bradenton
The Friendly City

Request to Vacate

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

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

705 3rd St. W - A

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

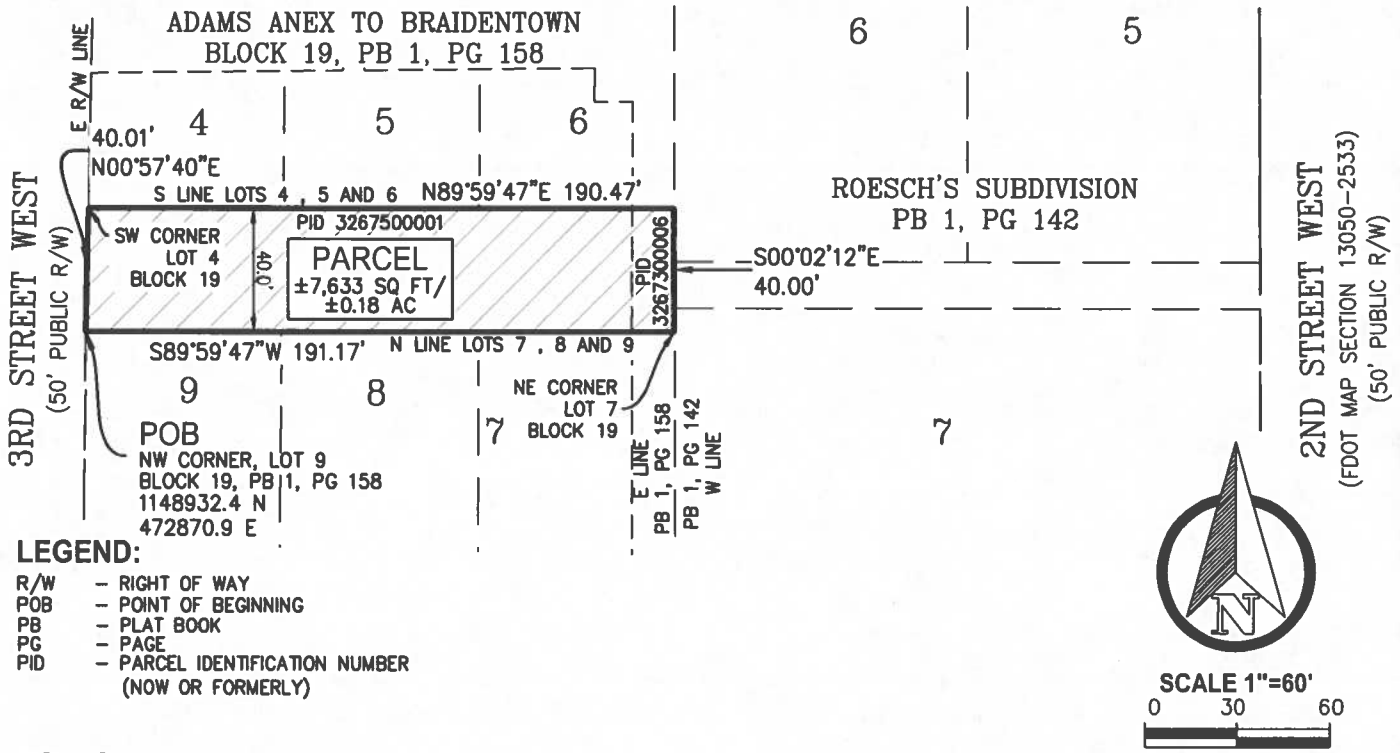
EXHIBIT A

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD Sketch.dwg, Plot Date: Feb 09, 2024@9:27am, By:KWW

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
3RD STREET WEST
OLD ATHENS TRAIL - STATE ROAD 64
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from julia.godwin@dot.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

FRONTIER

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from stanley.schaeffer@manateesheriff.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal

document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4040
Case No.: RV.24.1517
Applicant: City of Bradenton
Address: 705 3rd Street West
Parcel ID: 3267500001
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

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

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West. The vacation approximately 7,633-sq. ft. or 0.18 acres in size.

The applicant is requesting the vacation in order clear property of unused rights-of-way and to delineate property for future construction of a new Police Headquarters complex.

During a site visit to the area, it was noted that 705 3rd Street West is currently a vacant lot.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-

of-way are no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall

be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4040, Case RV.24.1517.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4040, Case RV.24.1517 (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Descriptions – Right-of-Way

Exhibit "A"


6TH AVE W
64
3RD ST W
Right of Way
Pinnacle Office Park
N
W
E
S
Major Adams Cemetery
8TH AVE W
3RD STREET W
8TH AVE DR W
2ND ST W
CITY OF BRADENTON WATER SYSTEM
1ST ST W
1ST ST E
41
301
6TH AVE E
8TH AVE E
9TH AVE W
9TH AVE E
(MARTIN LUTHER KING AVE WEST)
Bradenton
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

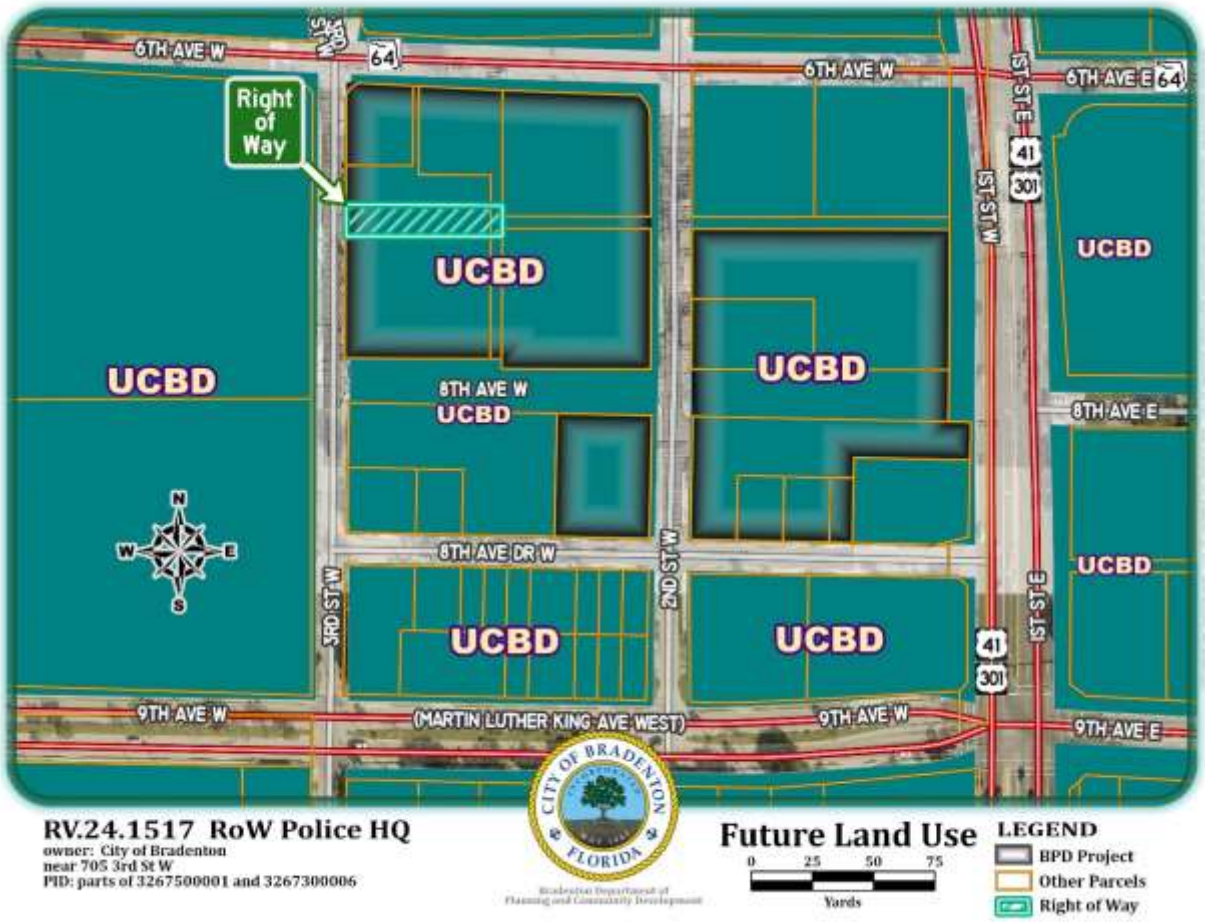

6TH AVE W
6TH AVE E
64
Right of Way
UCBD
8TH AVE W
8TH AVE DR W
8TH AVE E
3RD ST W
2ND ST W
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
S
E
W
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
CITY OF BRADENTON FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
64
Right of Way
3RD ST W
T5
8TH AVE W
8TH AVE DR W
2ND ST W
1ST ST E
41
301
8TH AVE E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
W
E
S
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
CITY OF BRADENTON
FLORIDA
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

705 3rd St. W-A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

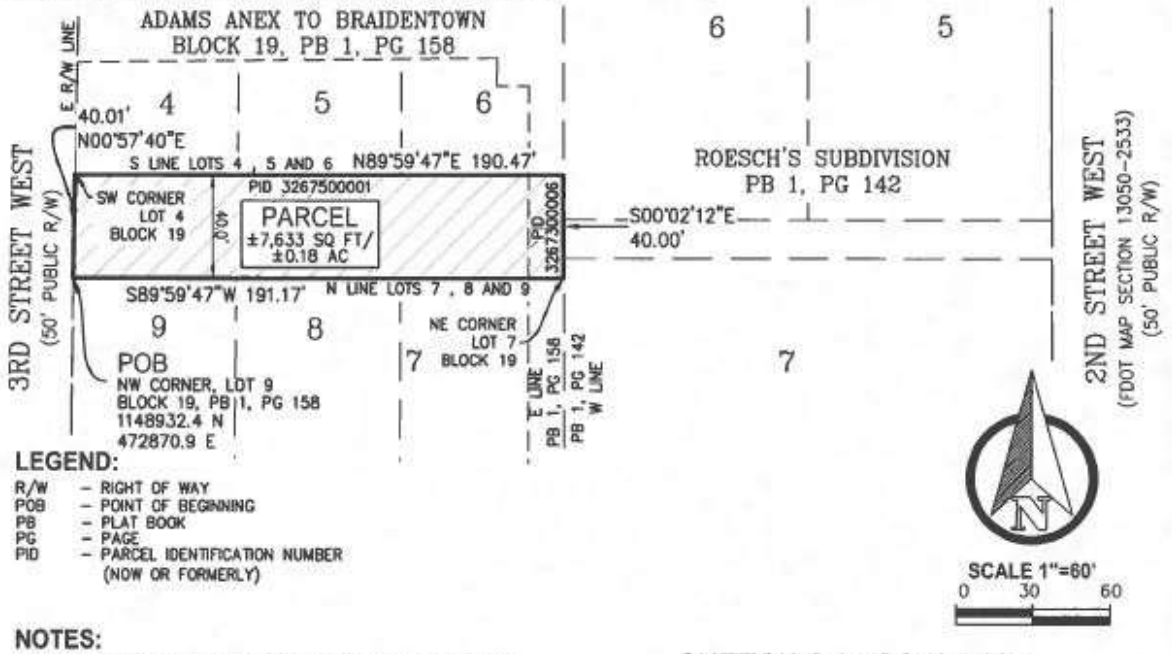
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4040 / Case RV.24.1517

Request to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West (Parcel ID 3267500001)

Staff Contact: Greg DeLong; Asst. PCD Director

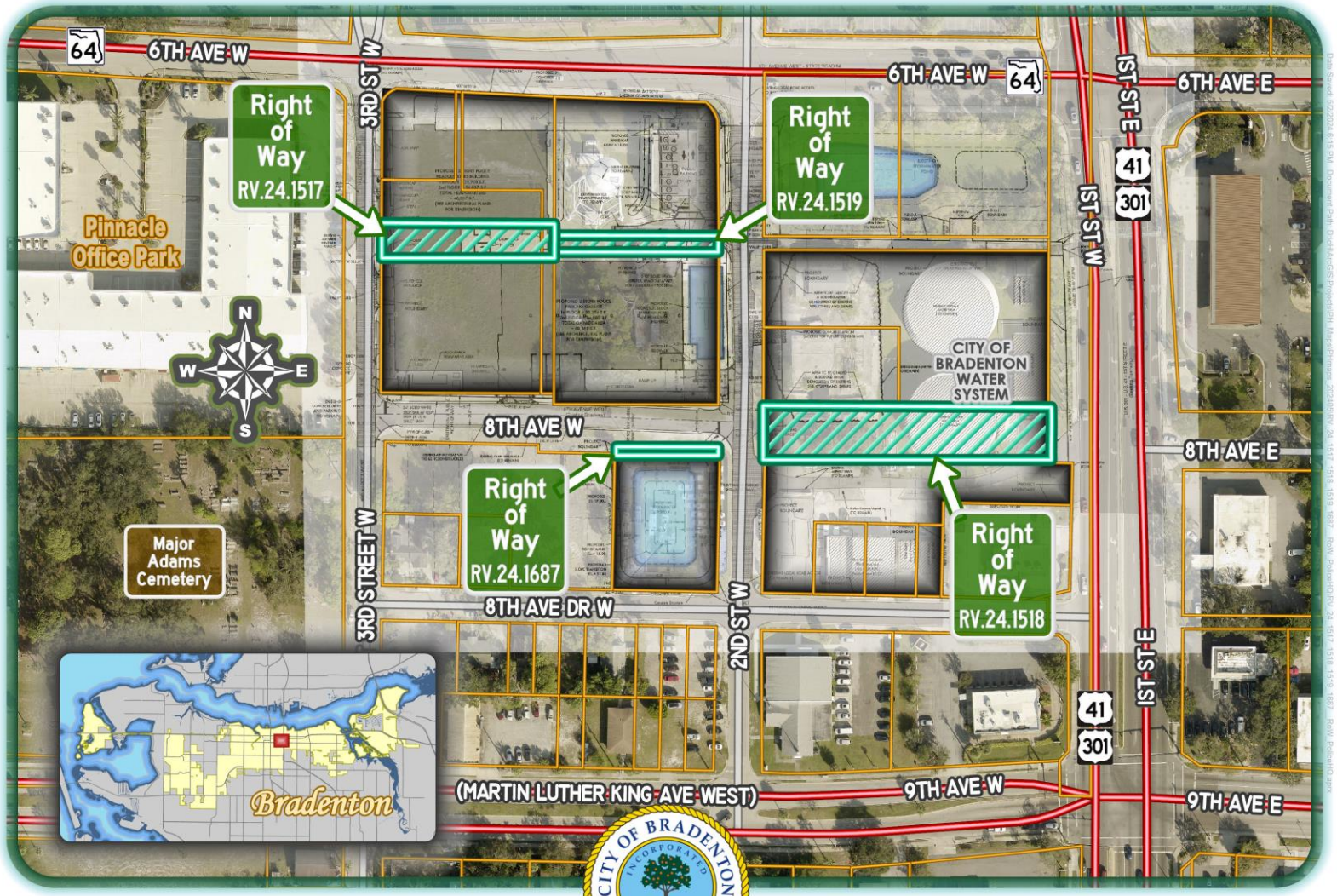
Case Information

- Applicant: City of Bradenton
- Address: 705 3rd St. W.
- Parcel ID: 3267500001
- Area Size: Approx. 7,633-sq. ft. (0.18 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Use: Vacant lot
- Purpose: Permit construction of a new Police HQ complex

Request

- Vacate a platted 40-ft. wide right-of-way at 705 3rd St. W.
- Request is approximately 7,633-square feet in size (0.18 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property is currently a vacant lot
- Utility companies have all signed off on the proposed request

Location Map



RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ

owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
PIDs: many

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

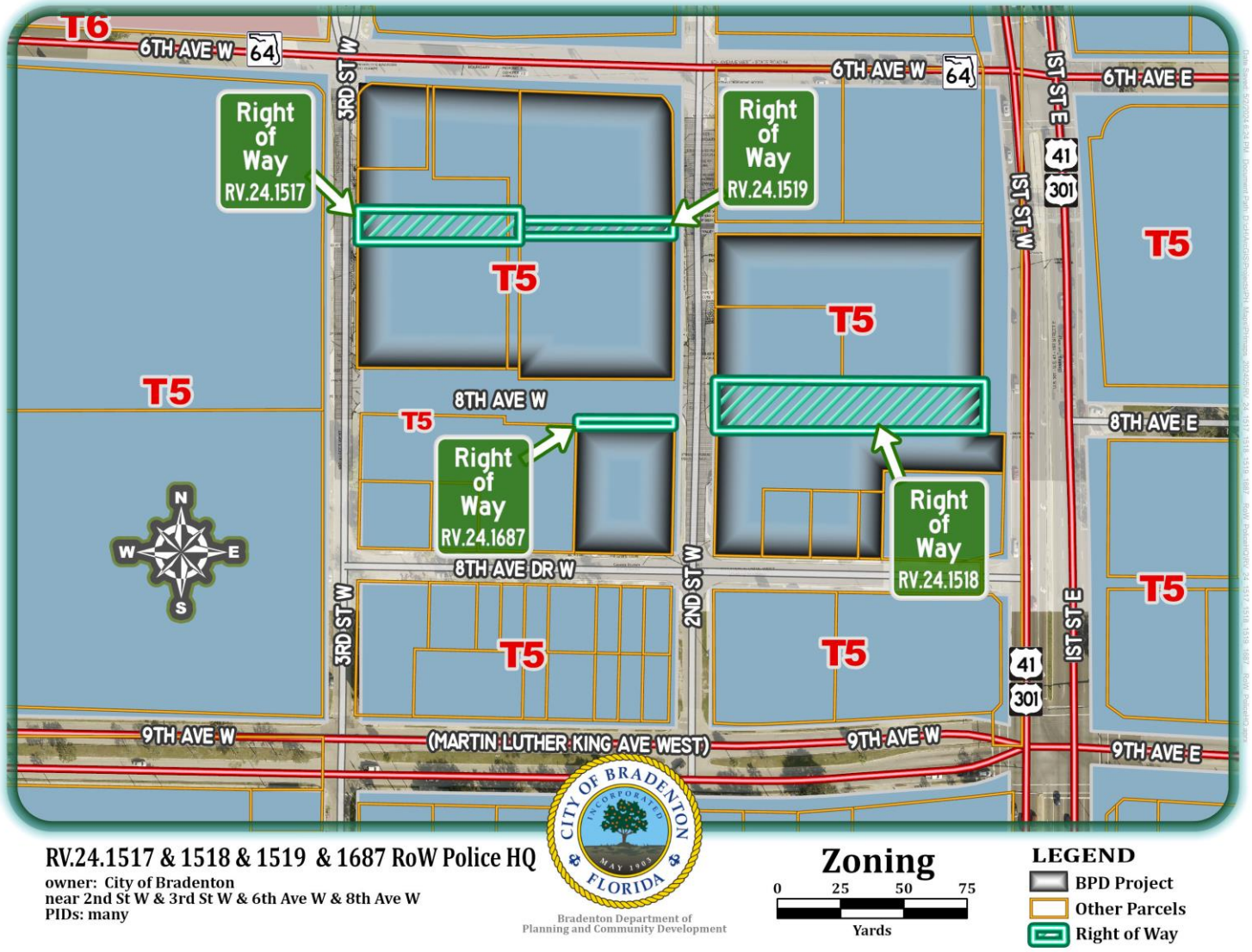
0 25 50 75

Yards

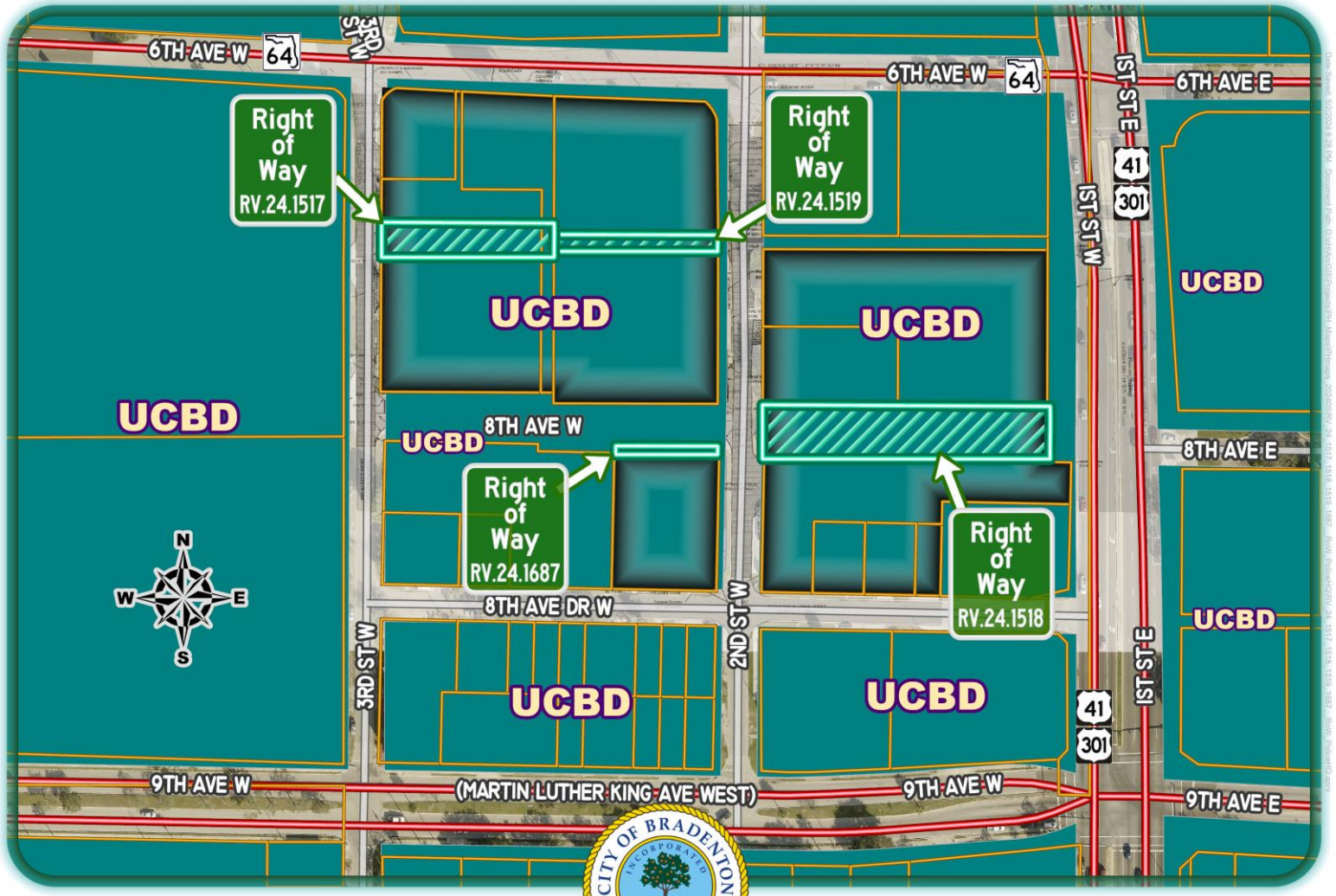
LEGEND

- BPD Project
- Other Parcels
- Right of Way

Zoning Map


T6
6TH AVE W
64
3RD ST W
Right of Way RV.24.1517
Right of Way RV.24.1519
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
T5
T5
T5
T5
8TH AVE W
T5
Right of Way RV.24.1687
8TH AVE E
Right of Way RV.24.1518
N
W
E
S
8TH AVE DR W
3RD ST W
2ND ST W
T5
T5
T5
41
301
1ST ST E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ
owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
PIDs: many
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Future Land Use Map



RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ
owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
PIDs: many

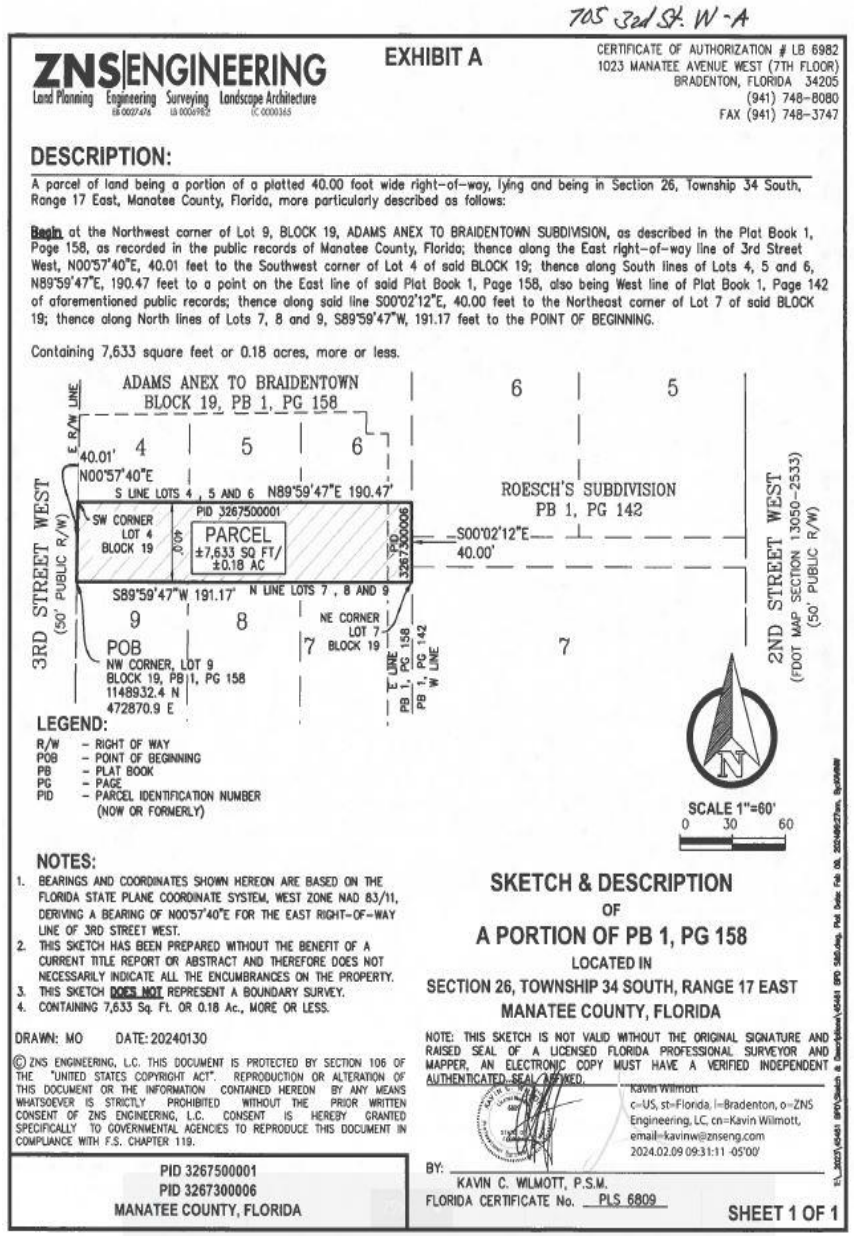
Bradenton Department of Planning and Community Development

Future Land Use

0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Survey Map – 705 3rd St. W.



705 3rd St. W - A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
LB 0027474 LB 0006962 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.

LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 705 3rd St. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4040, Case RV.24.1517

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4040, Case RV.24.1517 (vote 6-0)

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4041 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation

application requesting to vacate a 60-foot-wide parcel of land being an unimproved portion of a platted 8th Avenue, otherwise known as 8th Avenue West, that cuts through property located at 707 2nd Street West. The area of the proposed vacation is approximately 18,963-sq. ft. or 0.44 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

ATTACHMENTS:
Ordinance 4041
Application - Ordinance 4041, Case RV.24.1518
Staff Report - Ordinance 4041, Case RV.24.1518
Presentation - Ordinance 4041, Case RV.24.1518

Ordinance No. 4041

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns the property located at 707 2nd Street West, Bradenton, FL, 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 60 foot wide right-of-way, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 60 foot wide right of way as shown on the Plat of Roesch's Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

LOT 11 ROESCHS SUB PI#32555.0000/5

EXHIBIT "B"

Property to be Vacated

707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

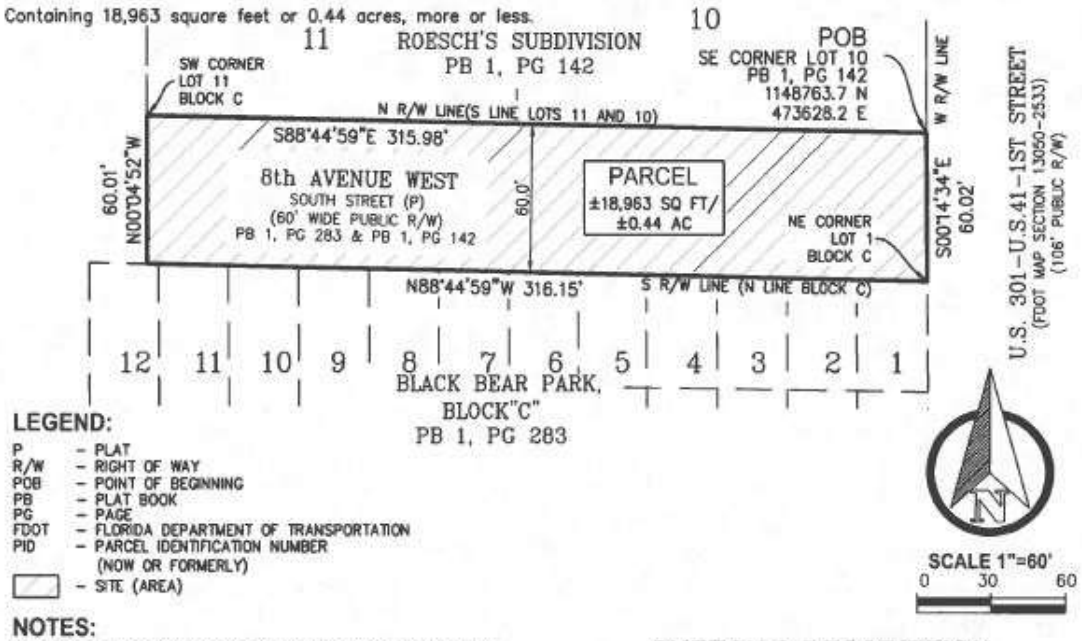
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 60 foot wide parcel of land being a portion of a platted 8th Avenue (South Street), per Plat Book 1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▭	- SITE (AREA)

SCALE 1"=60'
0 30 60

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:02 pm, Apr 18, 2024

bradenton
The Friendly City

Request to Vacate

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 707 2nd. Street West, Bradenton, FL 34205

Parcel ID: 3255500005 Acreage: 0.44

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

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

Signature of Owner/Applicant 4/16/24 Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

APPLICATION #: 241518

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

bradenton
The Friendly City

Request to Vacate

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

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

707 2nd St. W

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

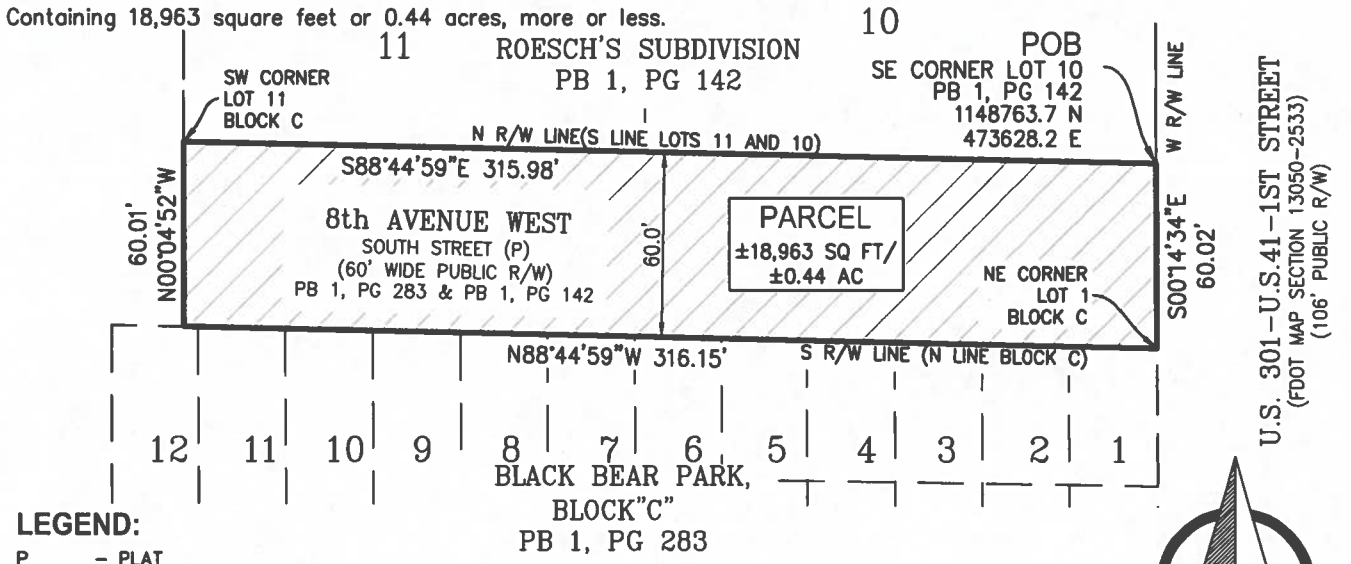
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 60 foot wide parcel of land being a portion of a platted 8th Avenue (South Street), per Plat Book 1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▨	–	SITE (AREA)

SCALE 1"=60'
0 30 60

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD Sketch.dwg, Plot Date: Feb 09, 2024@9:28am, By:KWW

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
Proposed ROW Vacation (x3)
8th. Ave. W
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
3RD STREET WEST
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from julia.godwin@dot.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from stanley.schaeffer@manateesheriff.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal

document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4041
Case No.: RV.24.1518
Applicant: City of Bradenton
Address: 707 2nd Street West
Parcel ID: 3255500005
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

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

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a 60-foot-wide parcel of land being an unimproved portion of a platted 8th Avenue, otherwise known as 8th Avenue West, that cuts through property located at 707 2nd Street West. The area of the proposed vacation is approximately 18,963-sq. ft. or 0.44 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

During a site visit to the area, it was noted that the subject area/property is currently occupied by the City of Bradenton Public Works Department / Water System Facility along with additional Public Works ancillary uses.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public rights-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, this portion of the right-of-way is no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other

dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4041, Case RV.24.1518.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4041, Case RV.24.1518 (vote 6-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


6TH AVE W
64
3RD ST W
Pinnacle Office Park
N
W
E
S
Major Adams Cemetery
8TH AVE W
3RD STREET W
8TH AVE DR W
2ND ST W
CITY OF BRADENTON WATER SYSTEM
Right of Way
1ST ST E
41
301
6TH AVE E
8TH AVE E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
Bradenton
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

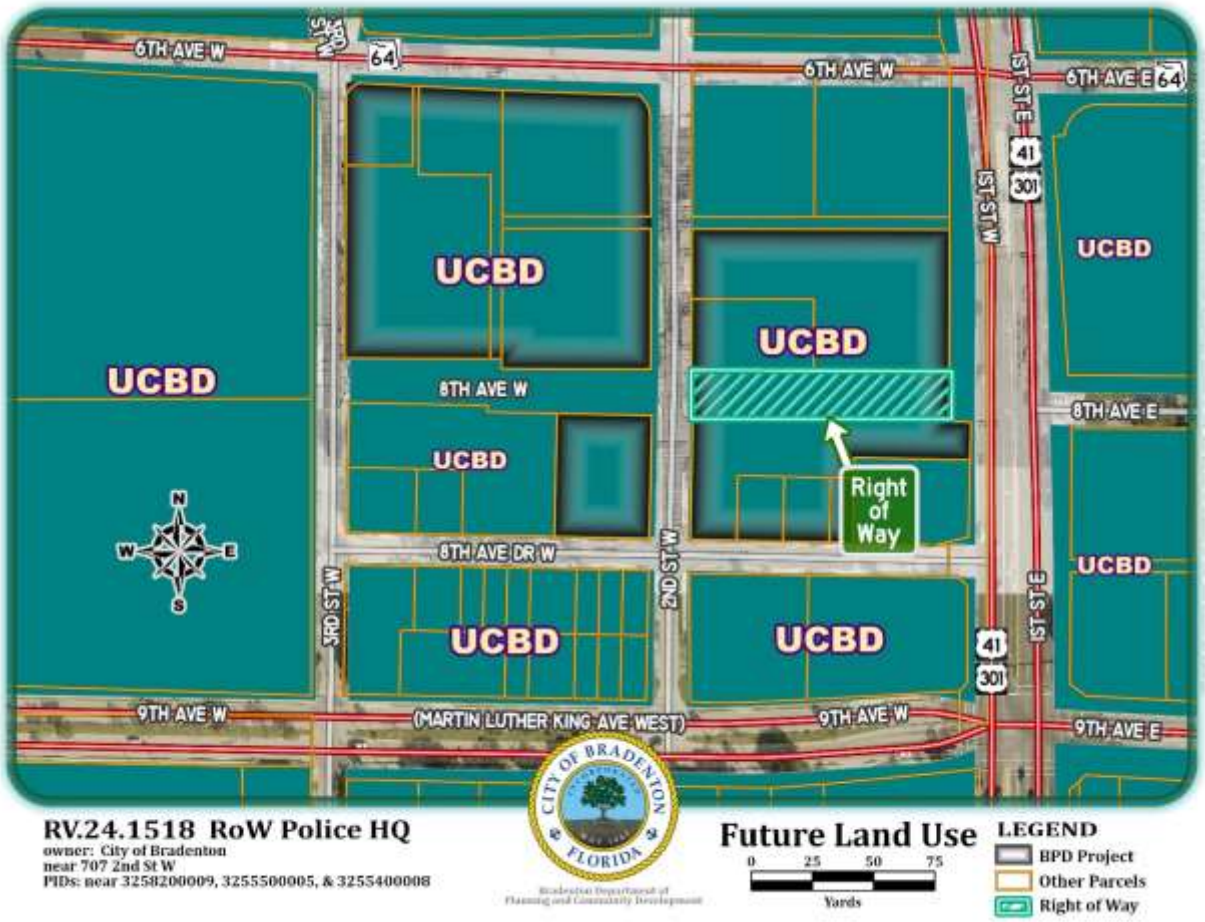

6TH AVE W
6TH AVE E
64
41
301
1ST ST E
1ST ST W
UCBD
8TH AVE W
8TH AVE E
Right of Way
8TH AVE DR W
3RD ST W
2ND ST W
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
S
E
W
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
CITY OF BRADENTON FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
64
3RD ST W
6TH AVE W
6TH AVE E
64
1ST ST E
41
301
1ST ST W
T5
T5
T5
T5
T5
8TH AVE W
8TH AVE E
T5
Right of Way
N
W
E
S
8TH AVE DR W
2ND ST W
3RD ST W
T5
T5
T5
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON
FLORIDA
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

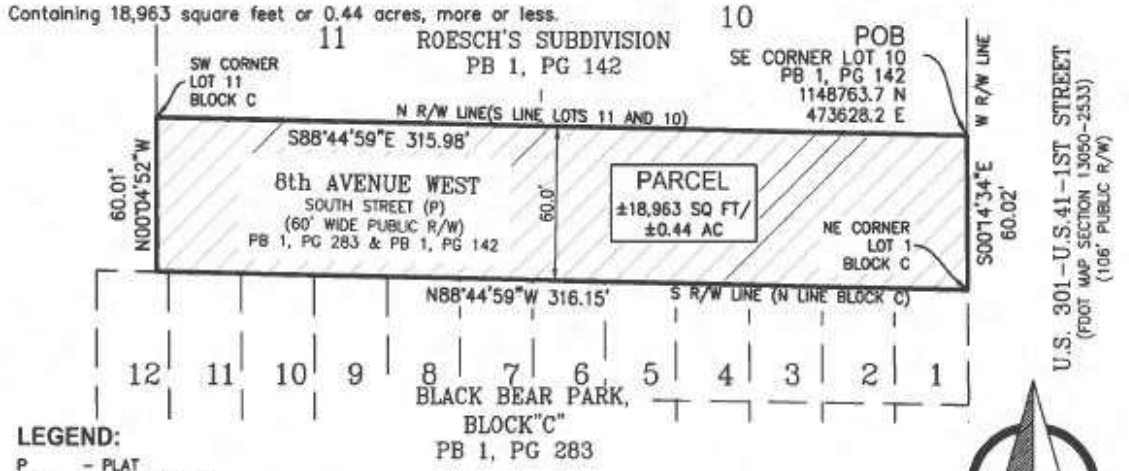
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 60 foot wide parcel of land being a portion of a platted 8th Avenue (South Street), per Plat Book 1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▭	–	SITE (AREA)

SCALE 1"=60'
0 30 60

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4041 / Case RV.24.1518

Request to vacate a 60-foot wide parcel of land located on property at 707 2nd St. W. (Parcel ID 3255500005), being a portion of a platted 8th Ave., otherwise known as 8th Ave. W.

Staff Contact: Greg DeLong; Asst. PCD Director

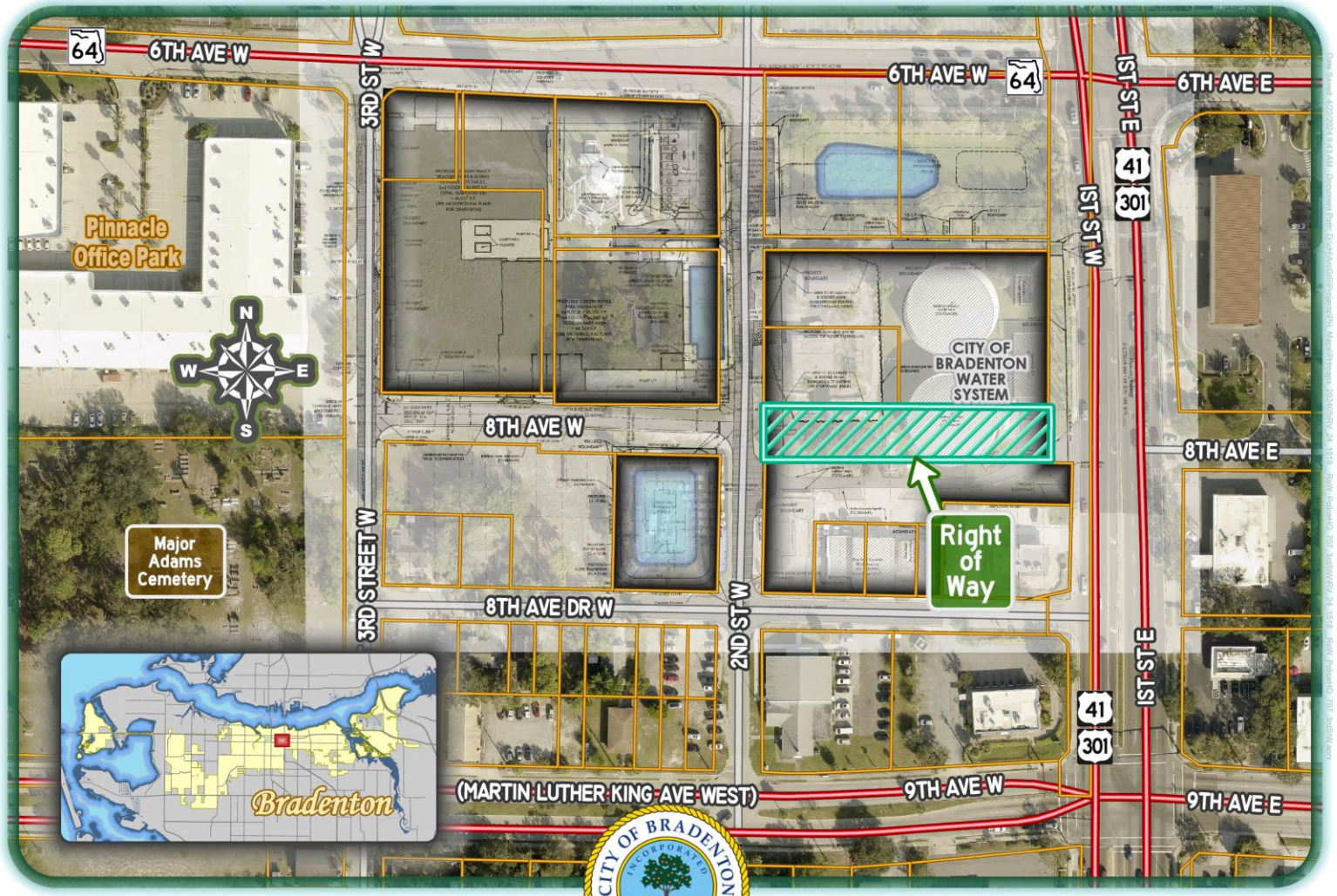
Case Information

- Applicant: City of Bradenton
- Address: 707 2nd St. W.
- Parcel ID: 3255500005
- Area Size: Approx. 18,963-sq. ft. (0.44 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Uses: Bradenton Public Works / Water System Facility
- Purpose: Permit construction of a new Police HQ complex

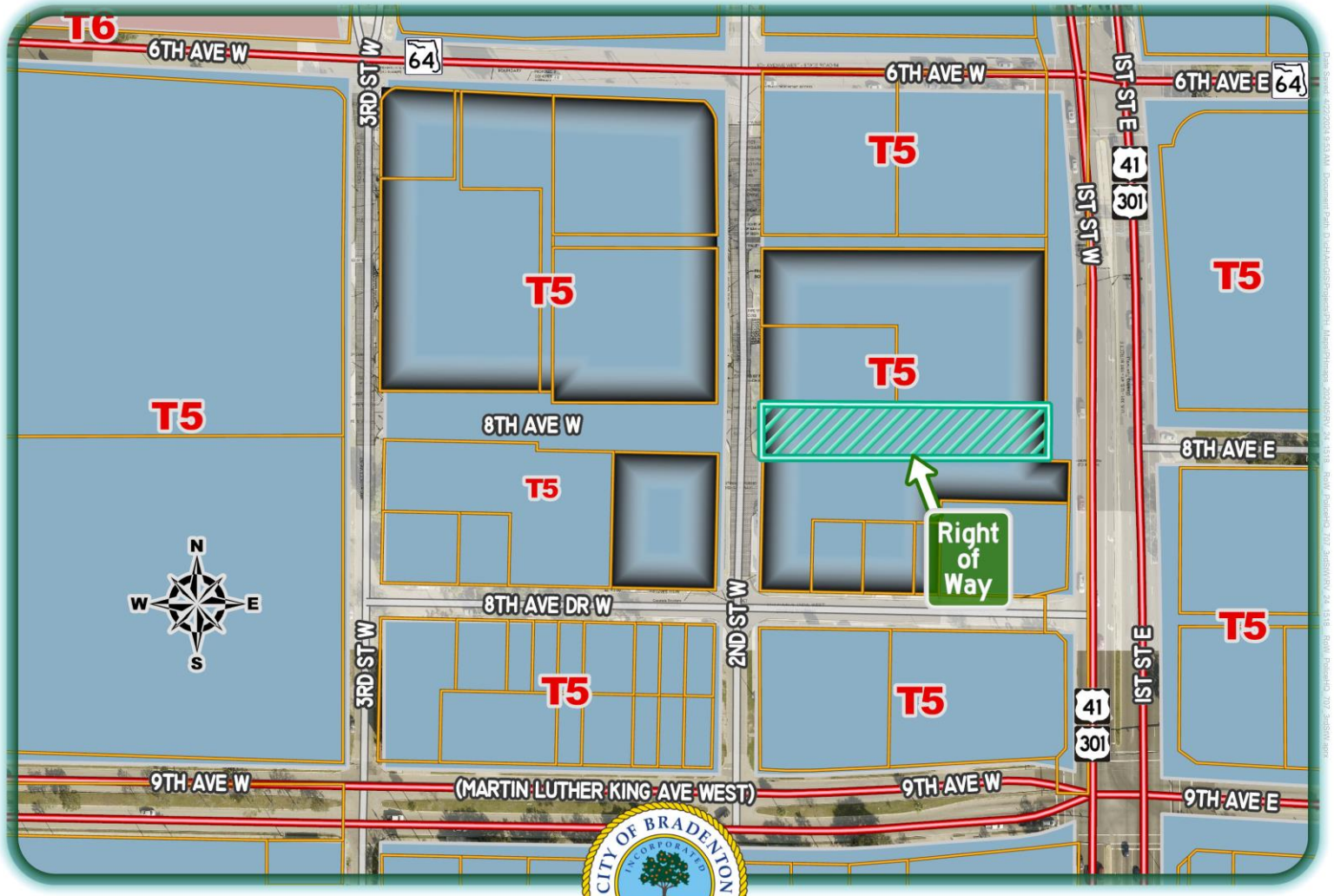
Request

- Vacate a platted 60-ft. wide right-of-way cutting through 707 2nd St. W.
- Request is approximately 18,963-square feet in size (0.44 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property currently houses the City of Bradenton Public Works Department / Water System Facility and ancillary uses
- Utility companies have all signed off on the proposed request

Location Map

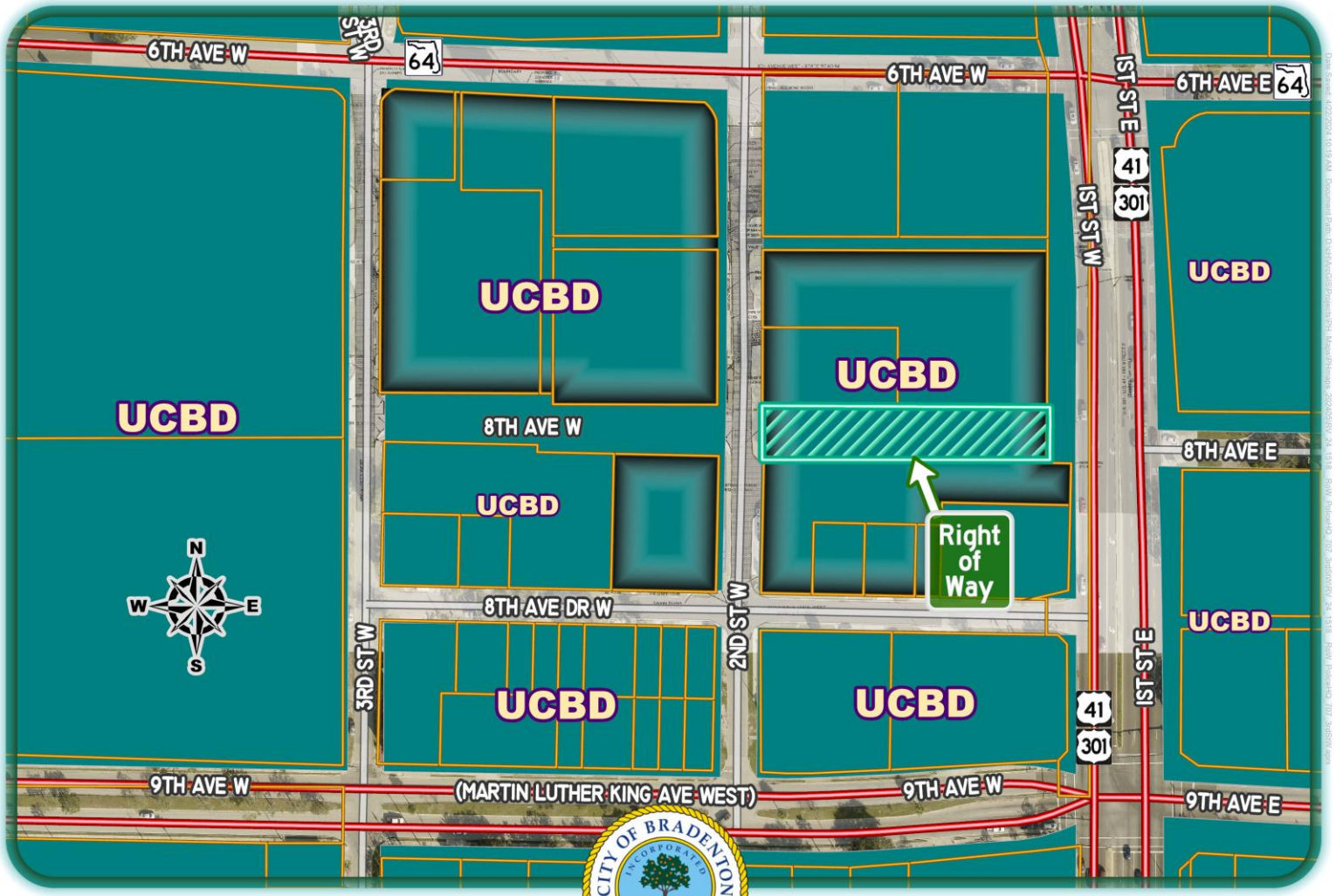


Zoning Map

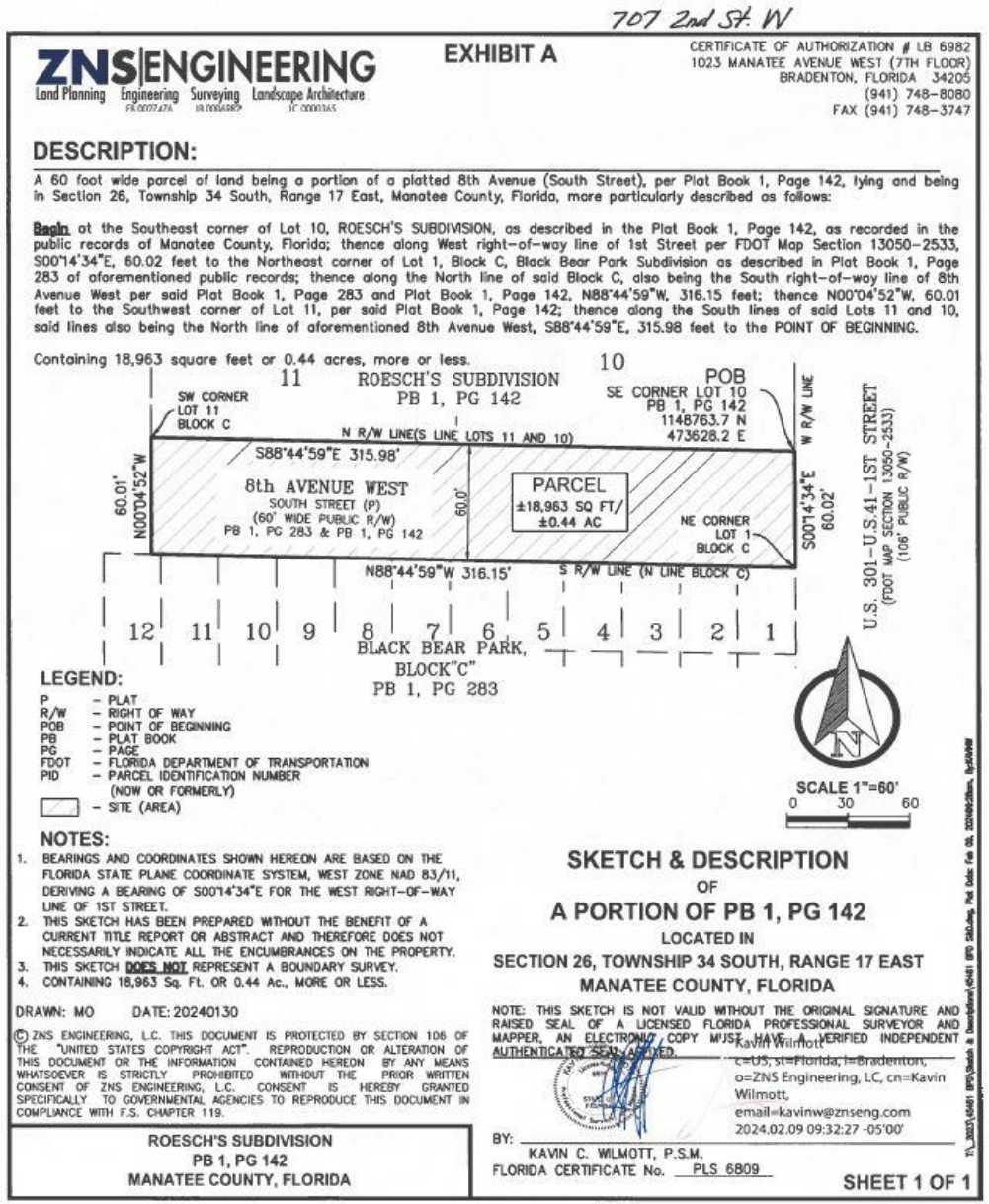


RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008

Future Land Use Map



Survey Map – 707 2nd St. W.



707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 60 foot wide parcel of land being a portion of a platted 8th Avenue (South Street), per Plat Book 1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.

LEGEND:

P	– PLAT
R/W	– RIGHT OF WAY
POB	– POINT OF BEGINNING
PB	– PLAT BOOK
PG	– PAGE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
PID	– PARCEL IDENTIFICATION NUMBER
	(NOW OR FORMERLY)
	– SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 707 2nd St. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4041, Case RV.24.1518

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4041, Case RV.24.1518 (vote 6-0)

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4042 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation

application requesting to vacate a platted 15-foot-wide alley that is on property located at 704 2nd Street West. The area of the proposed vacation is approximately 2,851-sq. ft. or 0.07 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

ATTACHMENTS:
Ordinance 4042
Application - Ordinance 4042, Case RV.24.1519
Staff Report - Ordinance 4042, Case RV.24.1519
Presentation - Ordinance 4042, Case RV.24.1519

Ordinance No. 4042

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns the property located at 704 2nd Street West, Bradenton, FL, 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 15 foot wide alley, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 15 foot right of way as shown on the Plat of Roesch's Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

LOTS 5,6,7,12 ROESCHS SUB LESS FOR RD R/W THAT PART INCLUDED IN THE FOLLOWING: A) THOSE PORTIONS OF LOTS 1 & 2, BLK 19, ADAMS ANEX TO BRAIDENTOWN, AS PER (PB 1 PG 158) AND THOSE PORTIONS OF LOTS 5 & 6, ROESCHS SUB, AS PER (PB 1 PG 142) ALL BEING IN SEC 26 PRMCF BEING DESC AS FOLLOWS: BEG AT THE NE COR OF SD LOT 5; TH S 00 DEG 11 MIN 34 SEC W 53.90 FT ALG THE E LN OF SD LOT 5; TH N 89 DEG 39 MIN 12 SEC W 3.54 FT TO THE BEG OF A CURVE CONCAVE SWLY; TH ALG THE ARC OF SD CURVE TO THE LEFT HAVING A RAD OF 29.50 FT, A C/A OF 63 DEG 04 MIN 09 SEC, AN ARC LENGTH OF 32.47 FT, THE CHORD FOR WHICH BEARS N 31 DEG 11 MIN 16 SEC W TO THE END OF SD CURVE AND THE BEG OF A CURVE CONCAVE NLY; TH ALG THE ARC OF SD CURVE TO THE RIGHT, HAVING A RAD OF 7,663.44 FT, A C/A OF 01 DEG 56 MIN 13 SEC, AN ARC LENGTH OF 259.08 FT, THE CHORD FOR WHICH BEARS N 87 DEG 51 MIN 54 SEC W TO THE END OF SD CURVE; TH N 86 DEG 53 MIN 47 SEC W, 17.35 FT; TH N 00 DEG 10 MIN 54 SEC E, 11.68 FT TO THE N LN OF SD LOT 2; TH N 88 DEG 59 MIN 25 SEC E, 106.05 FT ALG THE N LN OF SD LOTS 1 & 2 TO THE NW COR OF SD LOT 6; TH N 88 DEG 59 MIN 21 SEC E, 189.87 FT ALG THE N LN OF SD LOTS 5 & 6 TO THE POB. CONT 6,338 SF (1419/6450) PI#32553.0000/0

EXHIBIT "B"

Property to be Vacated

704 2nd St W.

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture

EXHIBIT A

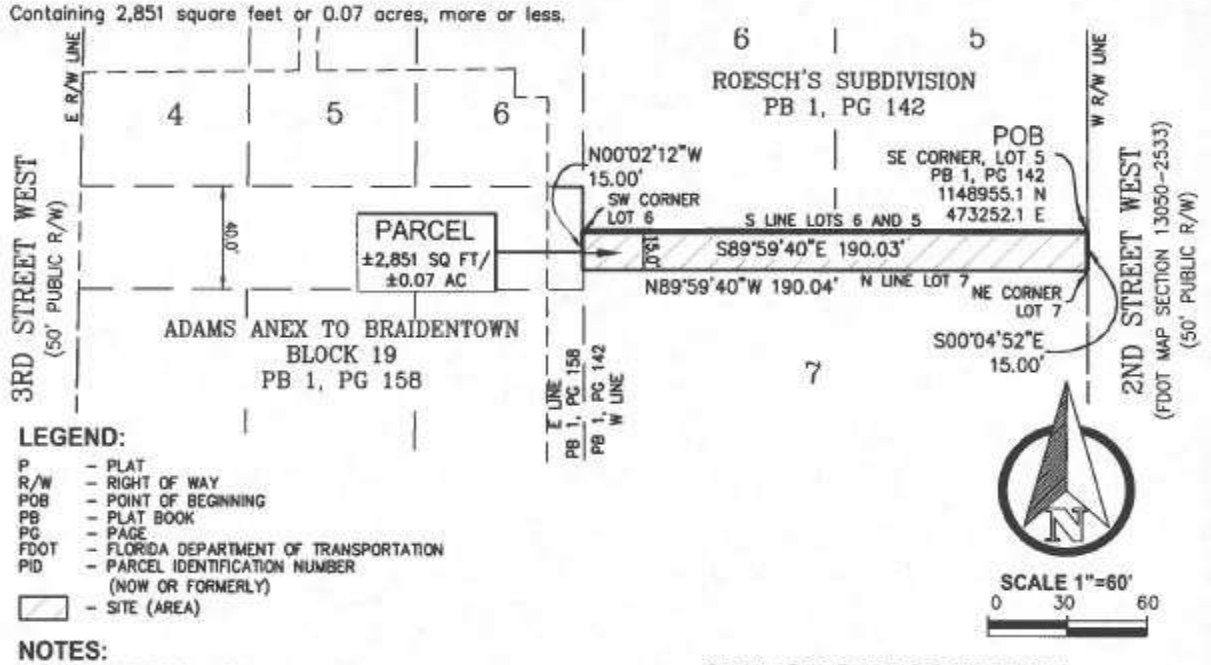
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	-	PLAT
R/W	-	RIGHT OF WAY
POB	-	POINT OF BEGINNING
PB	-	PLAT BOOK
PG	-	PAGE
FDOT	-	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	-	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	-	SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 11:57 am, Apr 18, 2024

320

bradenton
The Friendly City

Request to Vacate

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 704 2nd Street West, Bradenton, FL 34205

Parcel ID: 3255300000 Acreage: 0.07

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

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

Signature of Owner/Applicant _____ Date 4/18/24

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

APPLICATION #: 241519

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

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

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

704 2nd St. W.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

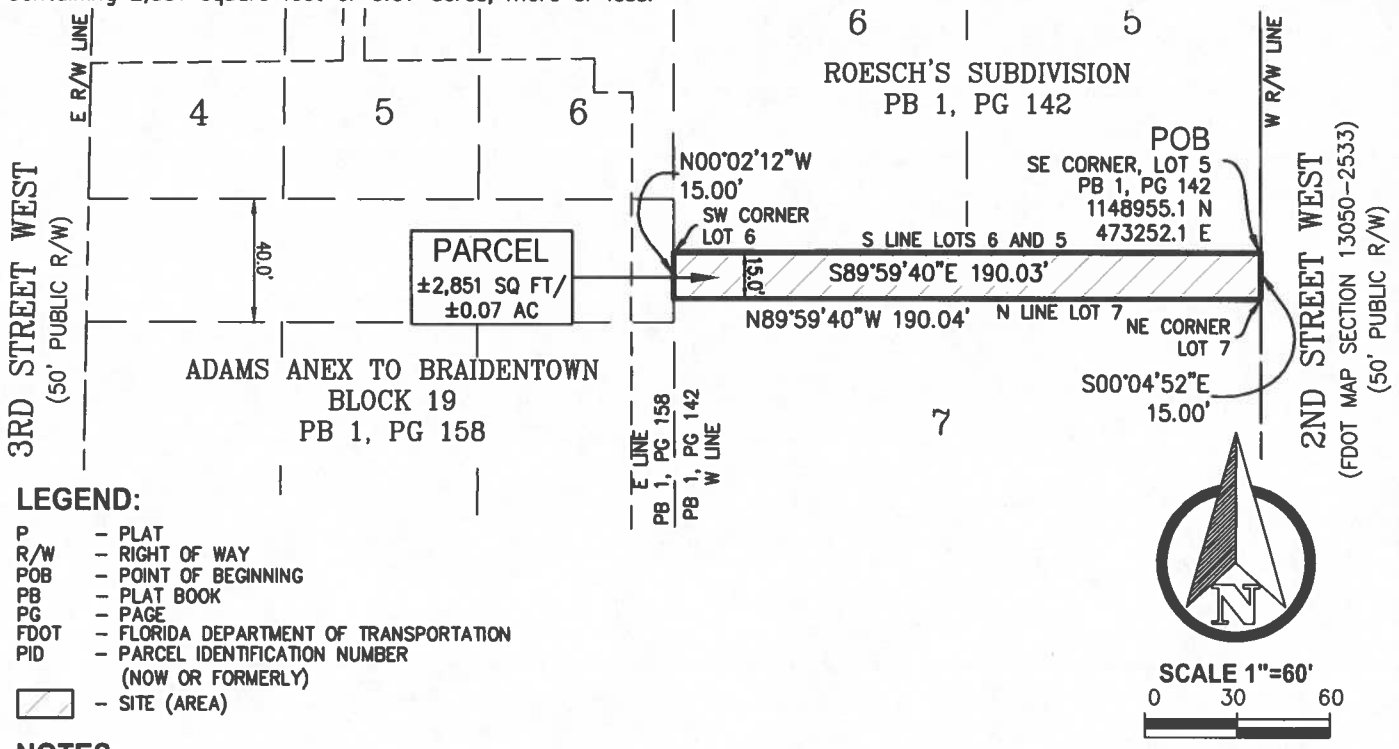
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	–	SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

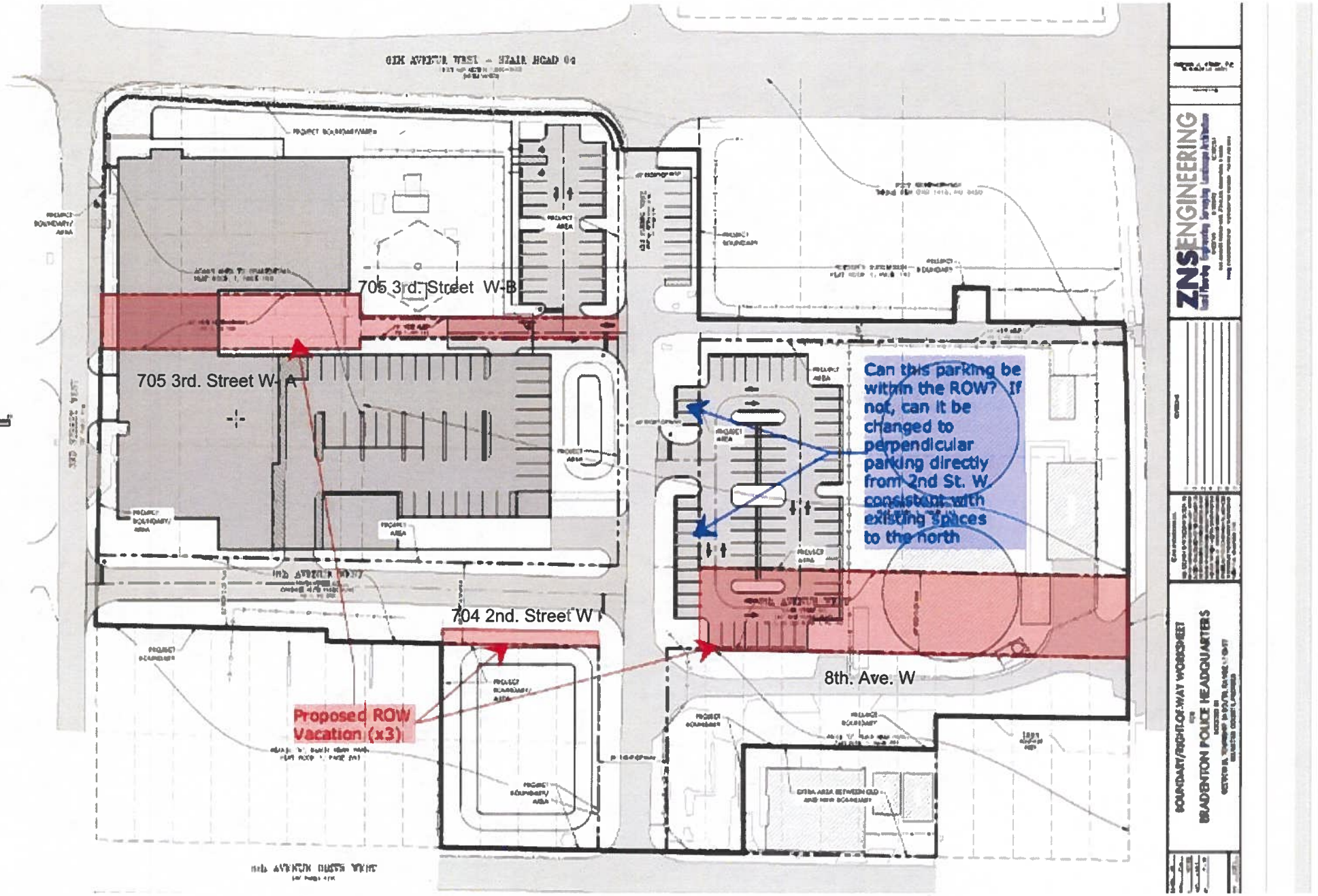
NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2025\45461 BPD\Sketch & Descriptions\45461 BPD Sub.dwg, Plot Date: Feb 09, 2024@9:27am, ByKAVIN


705 3rd. Street W-B
705 3rd. Street W-A
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W. consistent with existing spaces to the north
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
ZNS ENGINEERING
BOUNDARY/RIGHT-OF-WAY WORKSHEET
BRADENTON POLICE HEADQUARTERS

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN="Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN="Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from julia.godwin@dot.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from stanley.schaeffer@manateesheriff.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal

document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4042
Case No.: RV.24.1519
Applicant: City of Bradenton
Address: 704 2nd Street West
Parcel ID: 3255300000
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

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

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a platted 15-foot-wide alley that is on property located at 704 2nd Street West. The area of the proposed vacation is approximately 2,851-sq. ft. or 0.07 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

During a site visit to the area, it was noted that the subject area/property is currently occupied by the City of Bradenton Public Works Department / Water System Facility along with additional Public Works ancillary uses.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for

the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, this portion of the right-of-way is no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience.

Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4042, Case RV.24.1519.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4042, Case RV.24.1519 (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


6TH AVE W
64
3RD ST W
Right of Way
Pinnacle Office Park
CITY OF BRADENTON WATER SYSTEM
8TH AVE W
Major Adams Cemetery
3RD STREET W
8TH AVE DR W
2ND ST W
1ST ST E
41
301
6TH AVE E
8TH AVE E
9TH AVE W
9TH AVE E
(MARTIN LUTHER KING AVE WEST)
Bradenton
N
S
E
W
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

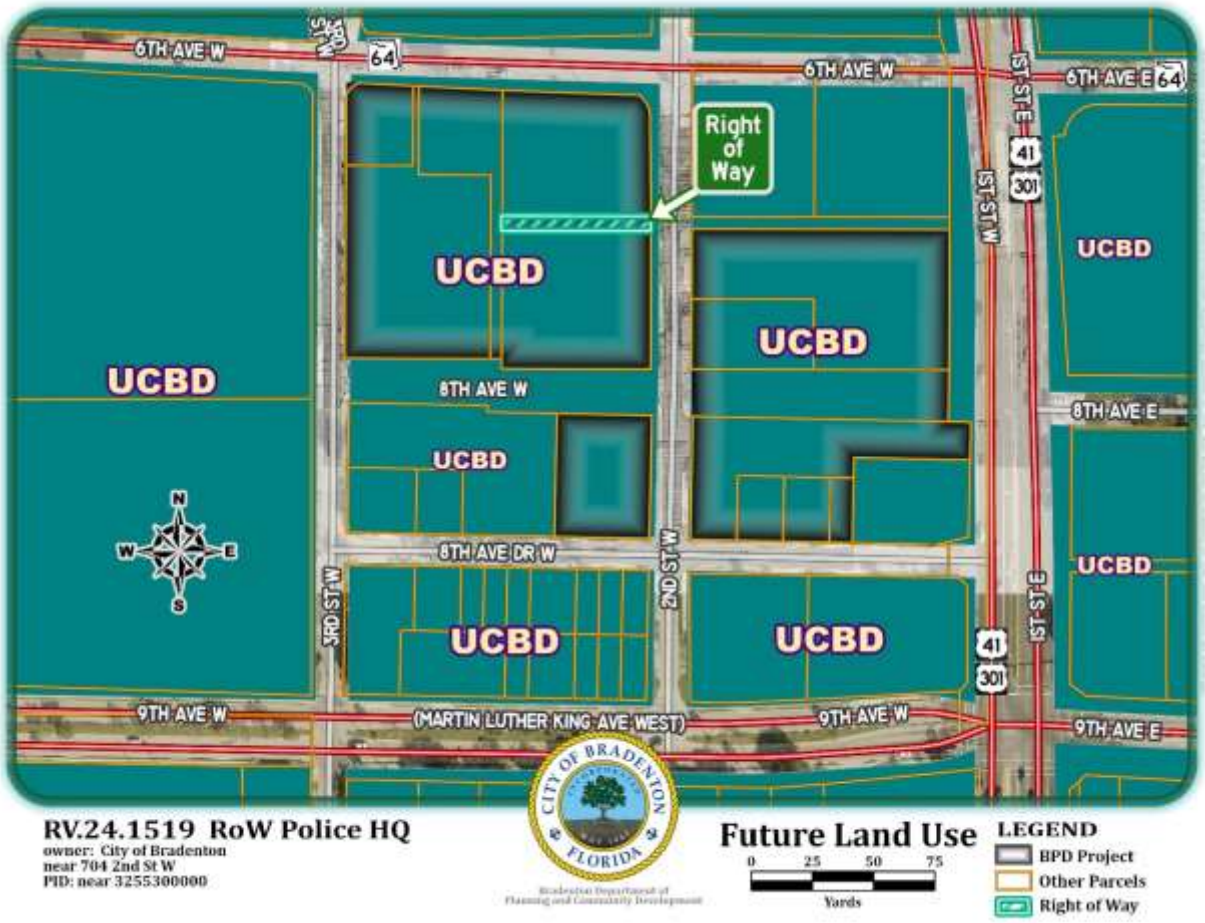

6TH AVE W
6TH AVE E
64
Right of Way
UCBD
8TH AVE W
8TH AVE E
8TH AVE DR W
3RD ST W
2ND ST W
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
W
E
S
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
CITY OF BRADENTON
FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
3RD ST W
64
6TH AVE W
1ST ST E
6TH AVE E 64
Right of Way
T5
41
301
1ST ST W
T5
T5
T5
8TH AVE W
8TH AVE E
T5
N
W
E
S
8TH AVE DR W
2ND ST W
T5
T5
T5
41
301
1ST ST E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON
FLORIDA
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

704 2nd St. W.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
LB 0027476 LB 0006982 LC 0000368

EXHIBIT A

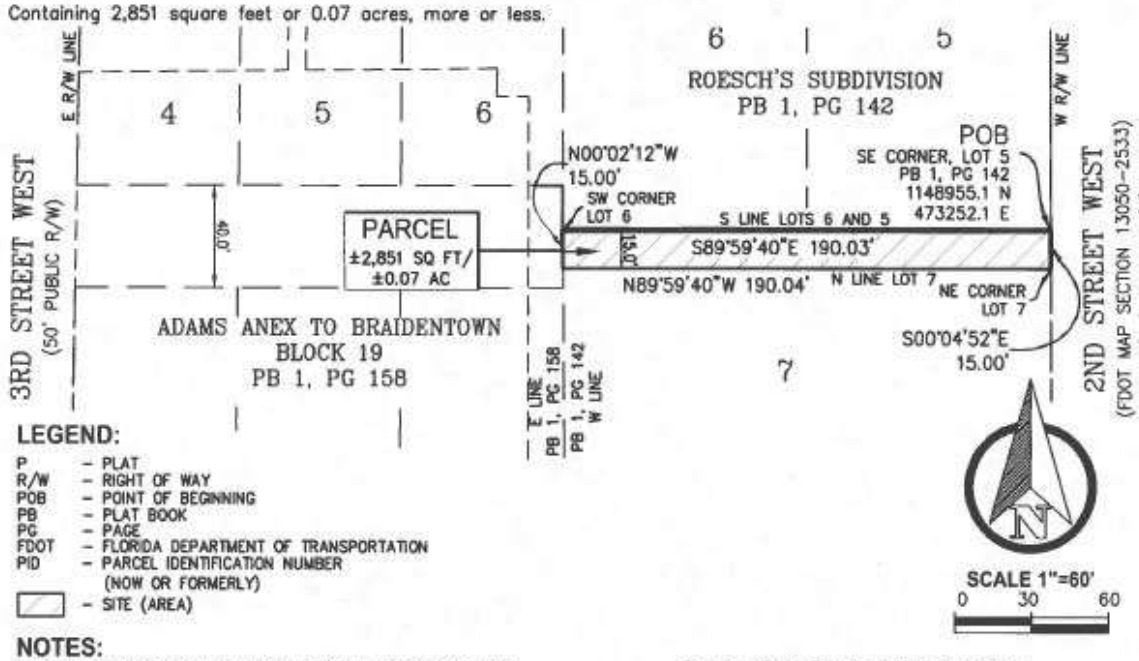
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	- SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4042 / Case RV.24.1519

Request to vacate a platted 15-foot wide alley that is located on property at 704 2nd St. W. (Parcel ID 3255300000)

Staff Contact: Greg DeLong; Asst. PCD Director

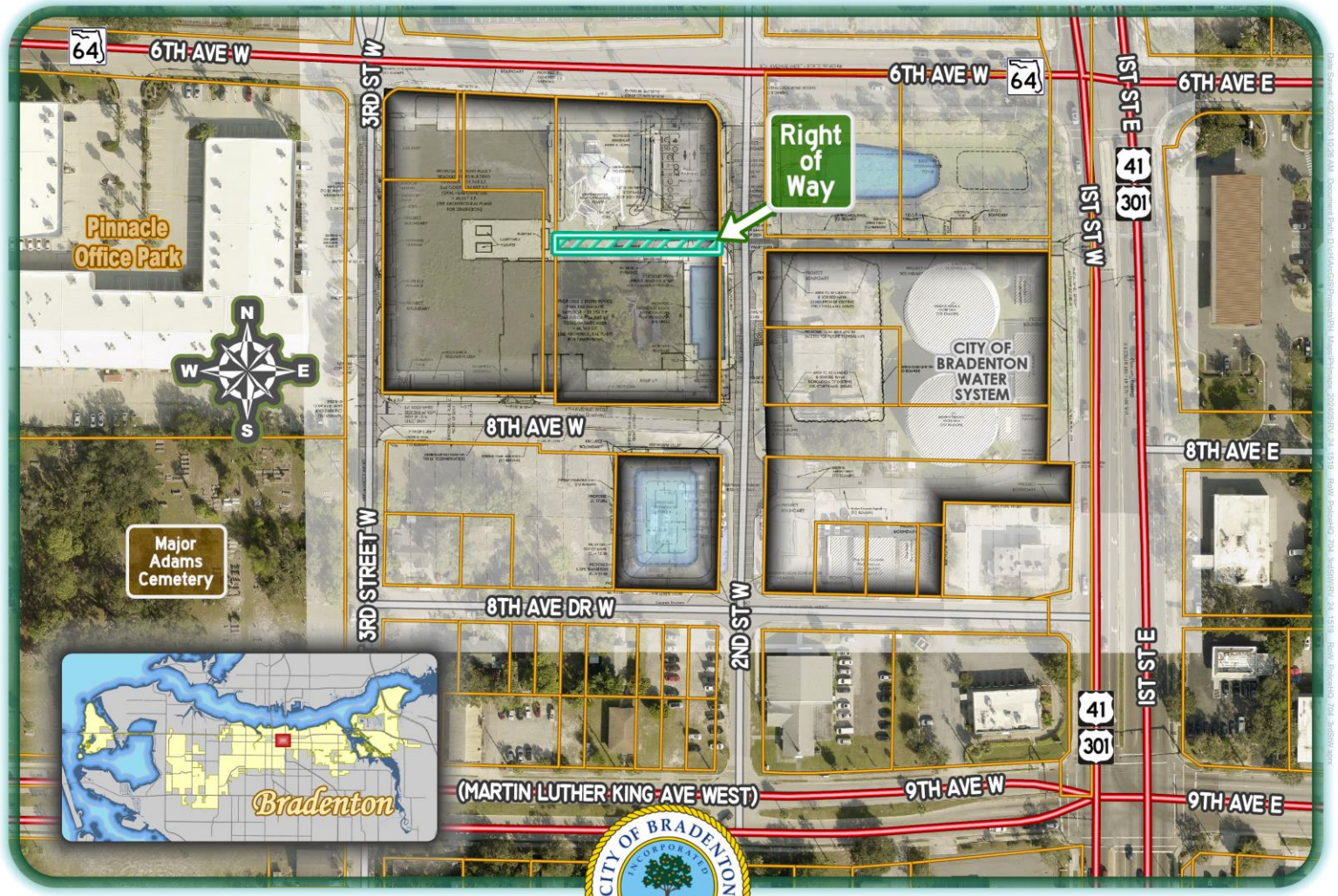
Case Information

- Applicant: City of Bradenton
- Address: 704 2nd St. W.
- Parcel ID: 3255300000
- Area Size: Approx. 2,851-sq. ft. (0.07 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Uses: Bradenton Public Works / Water System Facility
- Purpose: Permit construction of a new Police HQ complex

Request

- Vacate a platted 15-ft. wide right-of-way (alley) on property at 704 2nd St. W.
- Request is approximately 2,851-square feet in size (0.07 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property currently houses the City of Bradenton Public Works Department / Water System Facility and ancillary uses
- Utility companies have all signed off on the proposed request

Location Map



RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000

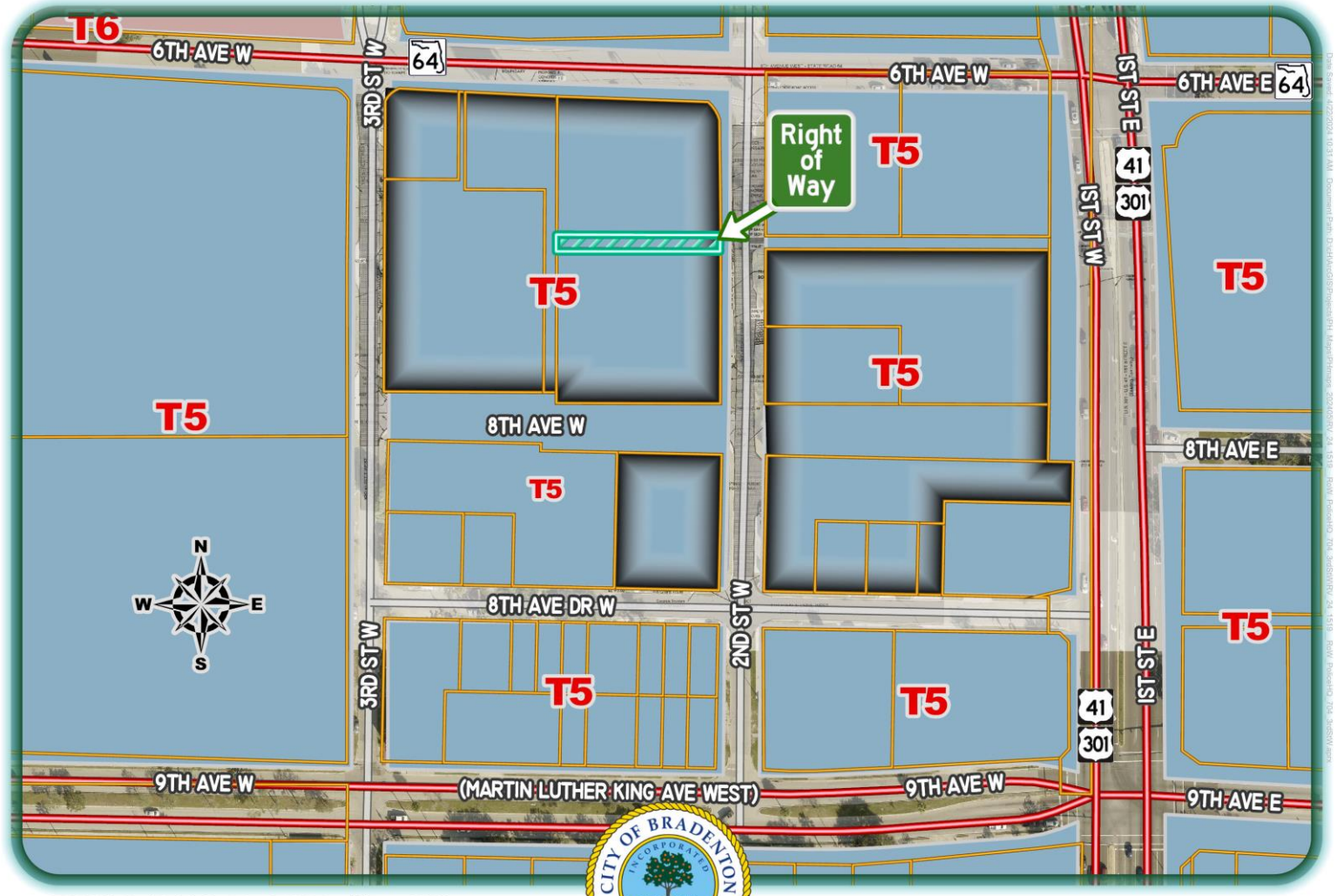
Bradenton Department of Planning and Community Development

Location

0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Zoning Map



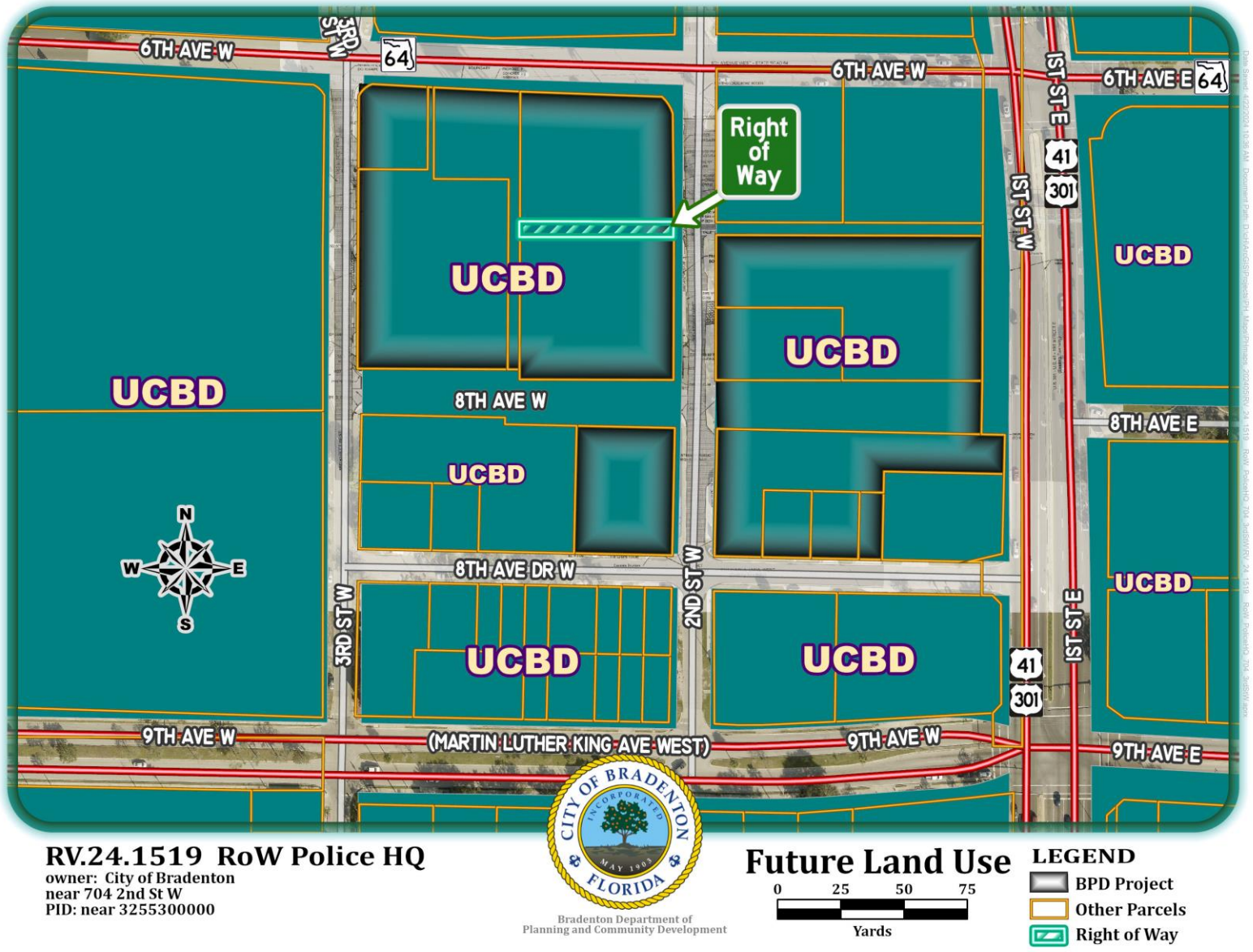
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000

Bradenton Department of Planning and Community Development

Zoning
0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Future Land Use Map



Survey Map – 704 2nd St. W.

704 2nd St. W.

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture

EXHIBIT A

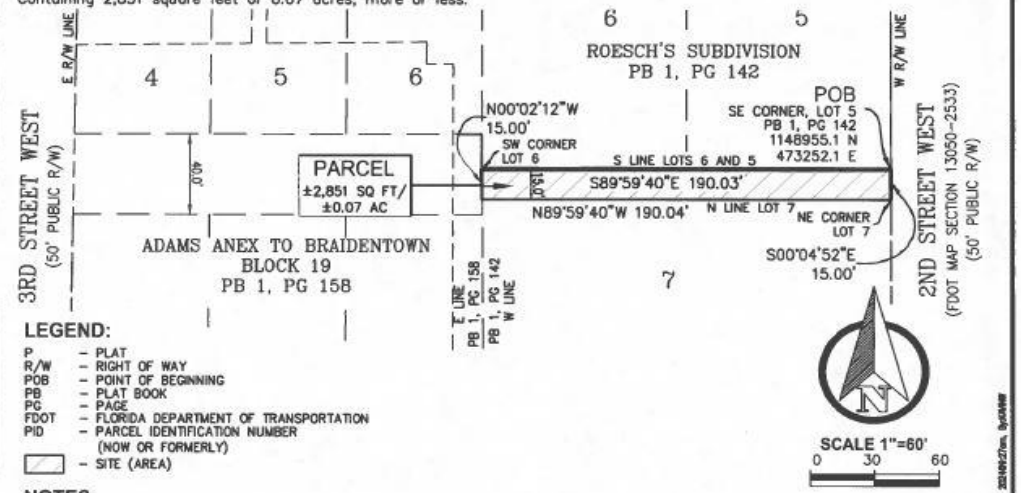
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	– PLAT
R/W	– RIGHT OF WAY
POB	– POINT OF BEGINNING
PB	– PLAT BOOK
PG	– PAGE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
PID	– PARCEL IDENTIFICATION NUMBER
	(NOW OR FORMERLY)
	– SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 704 2nd St. W.





Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4042, Case RV.24.1519

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4042, Case RV.24.1519 (vote 6-0)

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4046 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation

application requesting to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street). The area of vacation is approximately 927-sq. ft. or 0.02 acres in size and lies directly north of 800 2nd Street West.

The applicant is requesting the vacation in order to clear the area of unused right-of-way and to delineate property for future construction of a new Police Headquarters Complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for July 24, 2024.

ATTACHMENTS:
Ordinance 4046
Application - Ordinance 4046, Case RV.24.1687
Staff Report - Ordinance 4046, Case RV.24.1687
Presentation - Ordinance 4046, Case RV.24.1687

Ordinance No. 4046

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns property located at 800 2nd Street West, Bradenton, FL 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate an 8-foot-wide portion of 8th Avenue West (South Street), as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of that certain 8 foot wide portion of 8th Avenue West (South Street) as shown on the Black Bear Park Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that they meet the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" and attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of
such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

Exhibit "A"

Property Legal Description

LOTS 1,2,3,4,23,24,25,26 BLK A BLACK BEAR PARK PI#32560.0000/

Exhibit "B"

Property to be Vacated

705 3rd St. W-B

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture
EB 0027476 | LB 0006982 | LC 0000365

EXHIBIT A

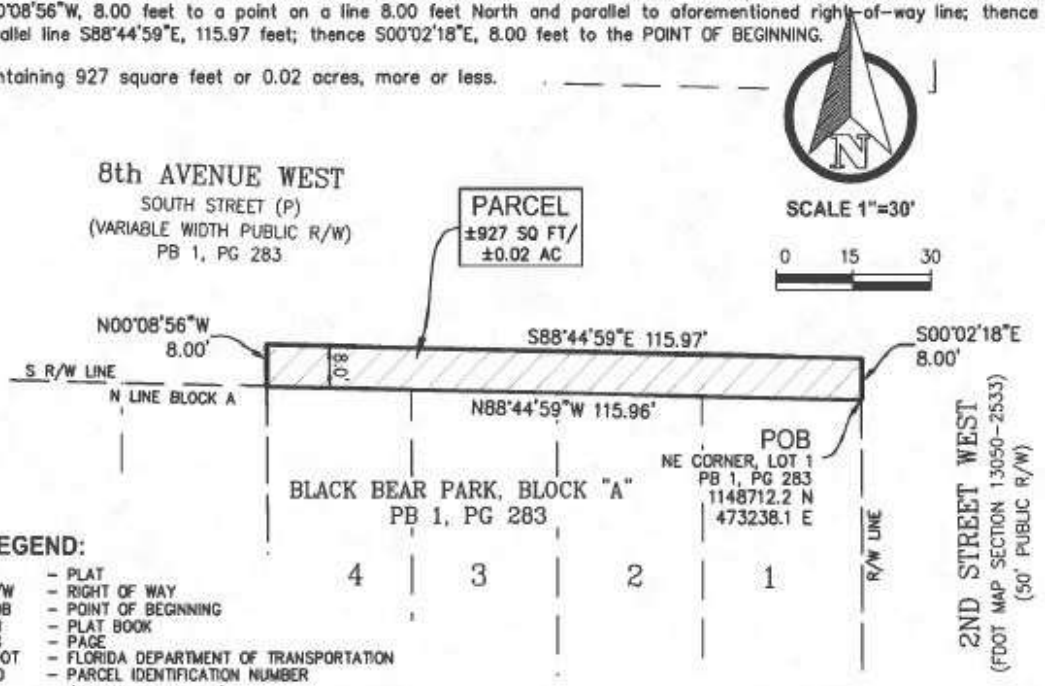
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER
	(NOW OR FORMERLY)
	- SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:01 pm, Apr 18, 2024

bradenton
The Friendly City

Request to Vacate

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 705 3rd. Street West, Bradenton, FL 34205

Parcel ID: 3267500001 Acreage: 0.18

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

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

Signature of Owner/Applicant _____ Date 4/16/24

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 241687

CITY STAFF ONLY

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

bradenton
The Friendly City

Request to Vacate

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

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

705 3rd St. W-B

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

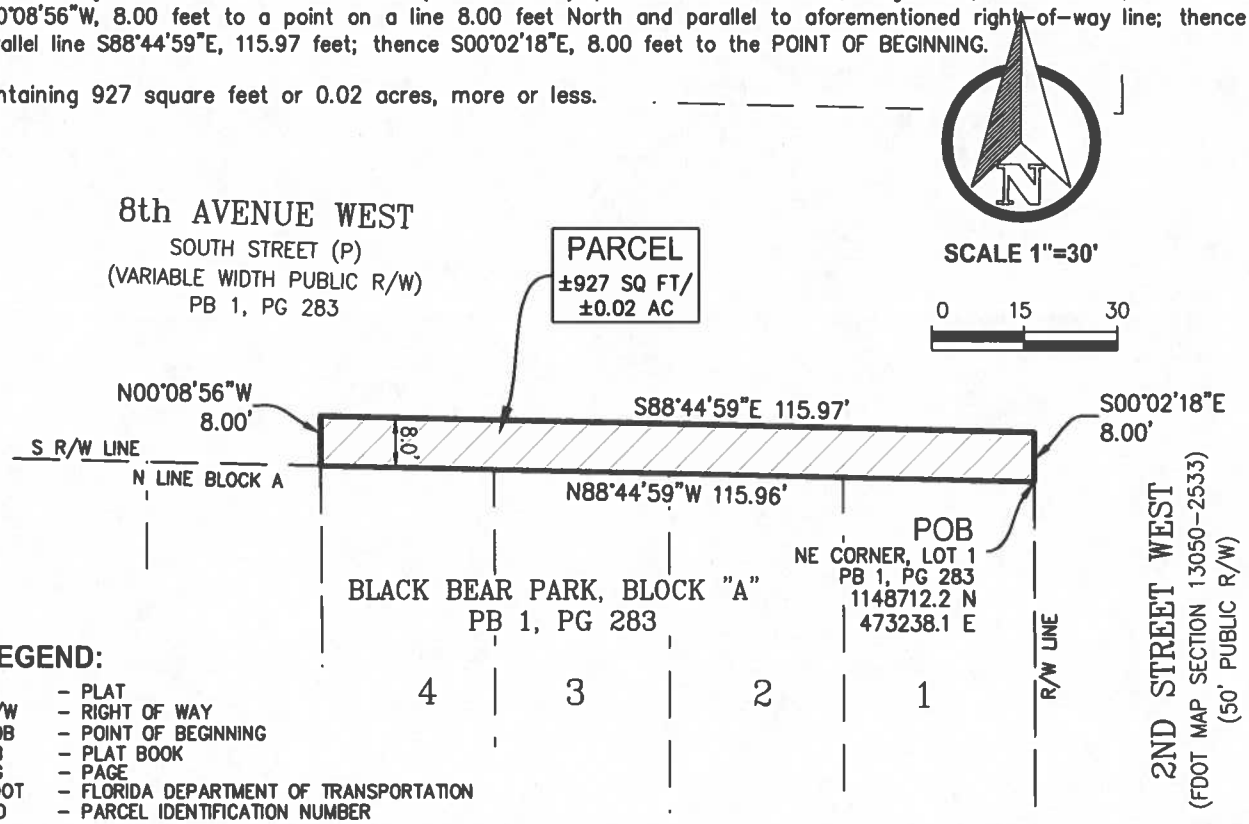
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	– PLAT
R/W	– RIGHT OF WAY
POB	– POINT OF BEGINNING
PB	– PLAT BOOK
PG	– PAGE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
PID	– PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▨	– SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD SBD.dwg, Plot Date: Feb 09, 2024@9:28am, By:KWilmott

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from julia.godwin@dot.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from stanley.schaeffer@manateesheriff.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal

document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4046
Case No.: RV.24.1687
Applicant: City of Bradenton
Address: 800 2nd Street West
Location: South of Manatee Ave. W., East of 3rd St. W., North of 8th Ave. Dr. W., and West of 2nd St. W.
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

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

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street). The area of vacation is approximately 927-sq. ft. or 0.02 acres in size and lies directly north of 800 2nd Street West.

The applicant is requesting the vacation in order clear the area of unused right-of-way and to delineate property for future construction of a new Police Headquarters Complex.

During a site visit to the area, it was noted that 8th Avenue West is unimproved with a no curbs, gutters or a storm system in place and the surface consists of primarily sand and rock. It was also noted that the proposed vacation does not appear to negatively impact traffic patterns on the subject road network.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way are no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission

shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4046, Case RV.24.1687.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4046, Case RV.24.1687 (vote 6-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


64
6TH AVE W
3RD ST W
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
Pinnacle Office Park
N
W
E
S
CITY OF BRADENTON WATER SYSTEM
8TH AVE W
Right of Way
8TH AVE E
Major Adams Cemetery
3RD STREET W
8TH AVE DR W
2ND ST W
1ST ST E
41
301
Bradenton
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON FLORIDA
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

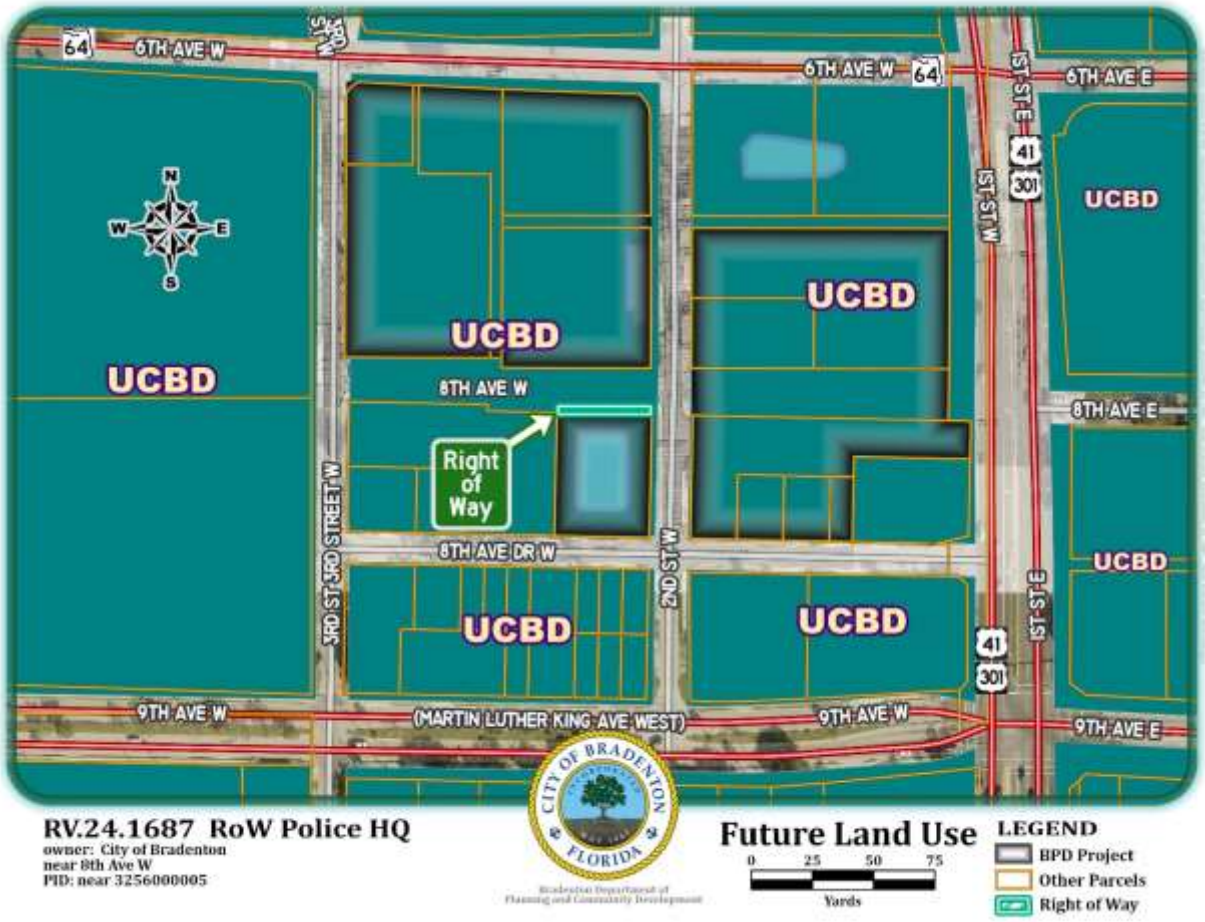

64
6TH AVE W
3RD ST
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
UCBD
UCBD
UCBD
UCBD
8TH AVE W
8TH AVE E
Right of Way
3RD STREET W
8TH AVE DR W
2ND ST W
UCBD
UCBD
UCBD
41
301
1ST ST E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


6TH AVE W
64
3RD ST W
1ST ST E
41
301
6TH AVE E
T5
8TH AVE W
Right of Way
8TH AVE E
3RD STREET W
8TH AVE DR W
2ND ST W
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
W
E
S
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON FLORIDA
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

705 3rd St. W-B

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

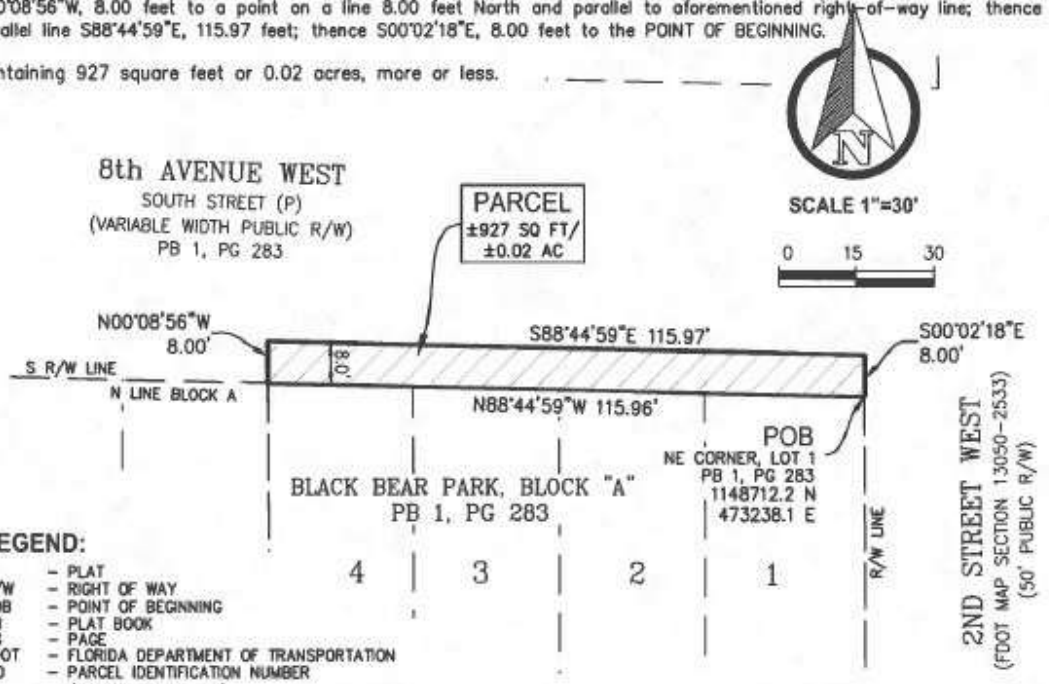
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	–	SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4046 / Case RV.24.1687

Request to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street)

Staff Contact: Greg DeLong; Asst. PCD Director

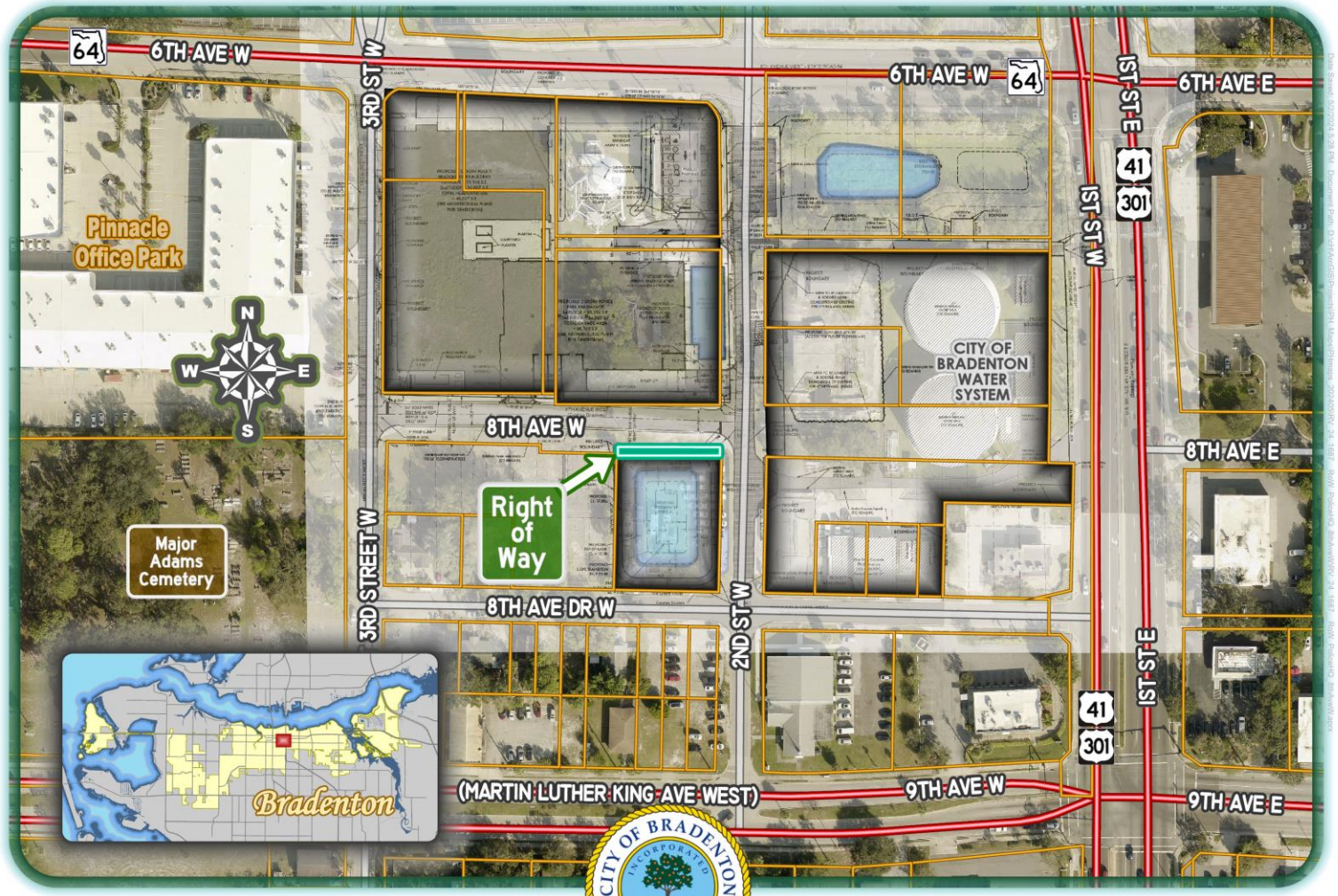
Case Information

- Applicant: City of Bradenton
- Address: 800 2nd St. W.
- General Location: South of Manatee Ave. W., East of 3rd St. W., North of 8th Ave. Dr. W., and West of 2nd St. W.
- Area Size: Approx. 927-sq. ft. (0.02 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Use: Unimproved Street
- Purpose: Permit construction of a new Police HQ complex

Request

- Vacate an 8-ft. wide parcel along the southern portion of 8th Ave. W. (South Street)
- Request is approximately 927-square feet in size (0.02 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- 8th Ave. W., is currently unimproved (no curb/gutter/storm system with a sand/rock surface)
- Request does not appear to negatively impact traffic patterns on the subject road network
- Utility companies have all signed off on the proposed request

Location Map



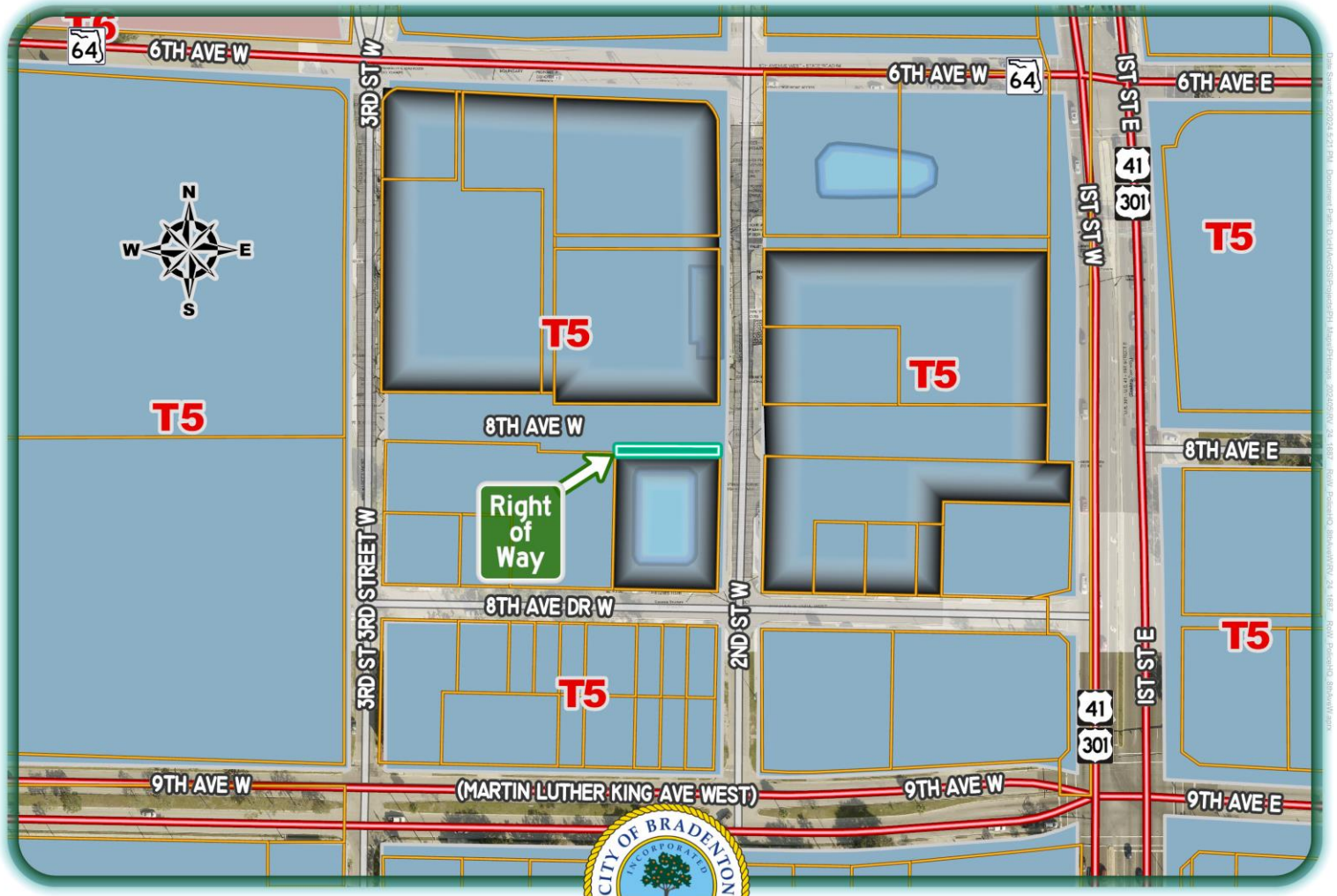
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005

Bradenton Department of Planning and Community Development

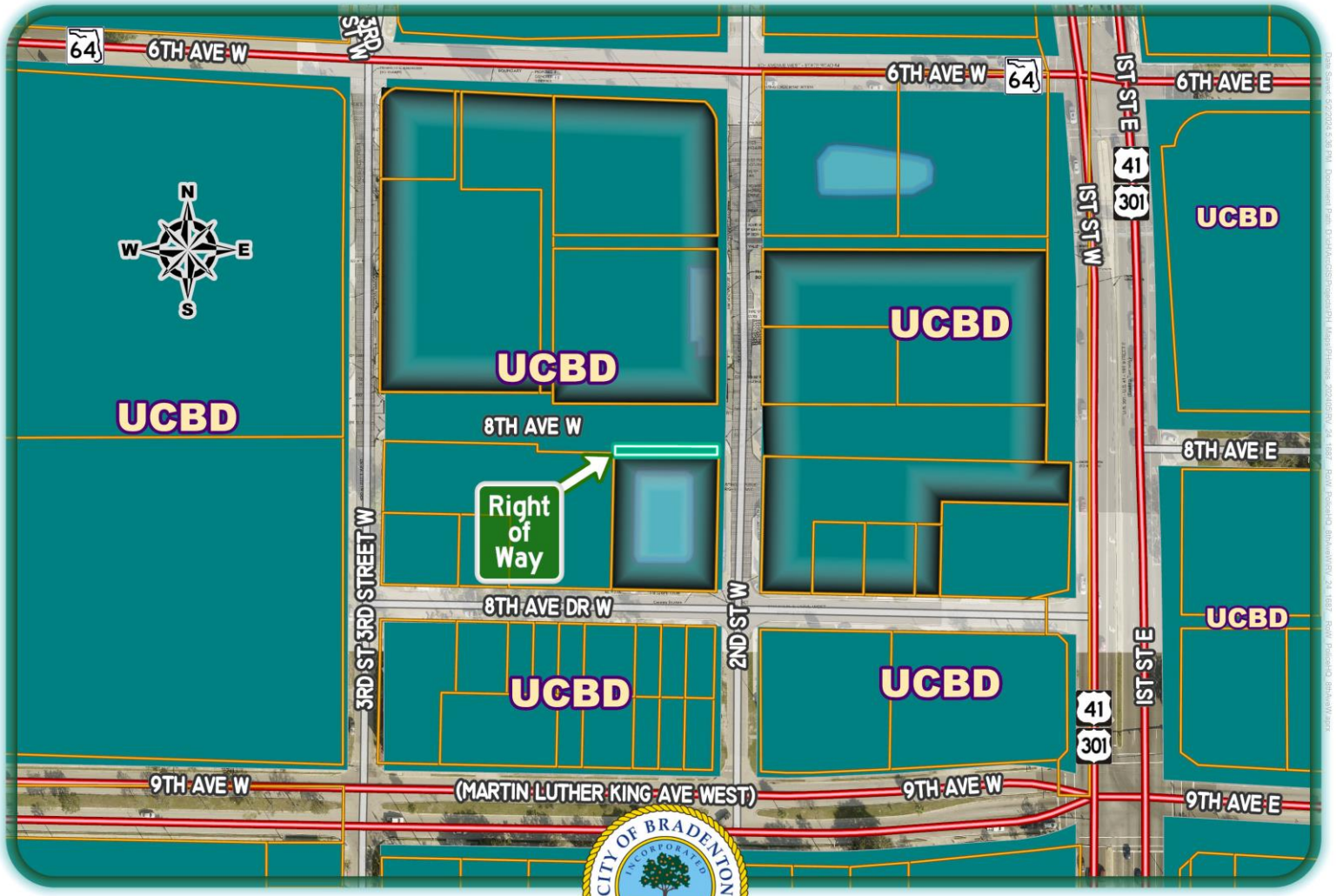
Location
0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Zoning Map


64
6TH AVE W
3RD ST W
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
T5
N
W
E
S
T5
T5
T5
8TH AVE W
8TH AVE E
Right of Way
3RD ST 3RD STREET W
8TH AVE DR W
2ND ST W
T5
T5
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Future Land Use Map



Survey Map – 8th Ave. W.

705 3rd St. W-B

ZNS ENGINEERING
Land Planning | Engineering LB 0027676 | Surveying LB 0006982 | Landscape Architecture LC 0000365

EXHIBIT A

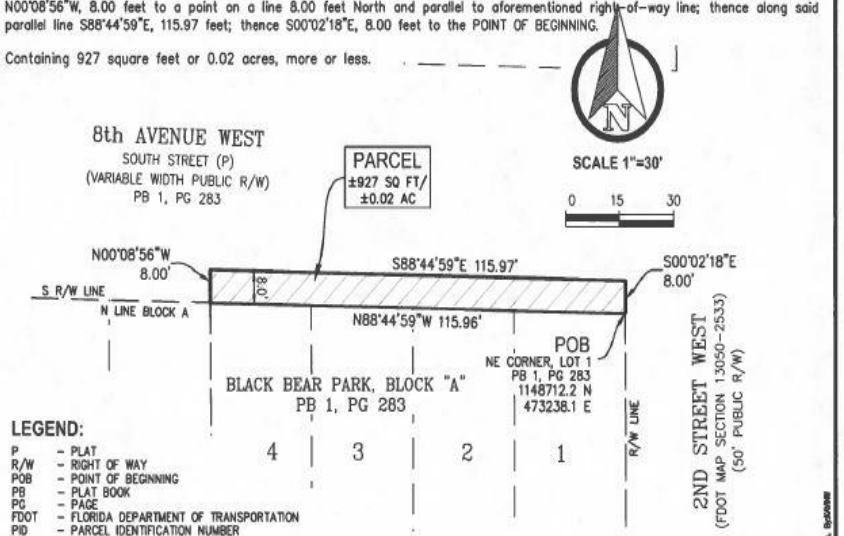
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	– PLAT
R/W	– RIGHT OF WAY
POB	– POINT OF BEGINNING
PB	– PLAT BOOK
PG	– PAGE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
PID	– PARCEL IDENTIFICATION NUMBER
	(NOW OR FORMERLY)
	– SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

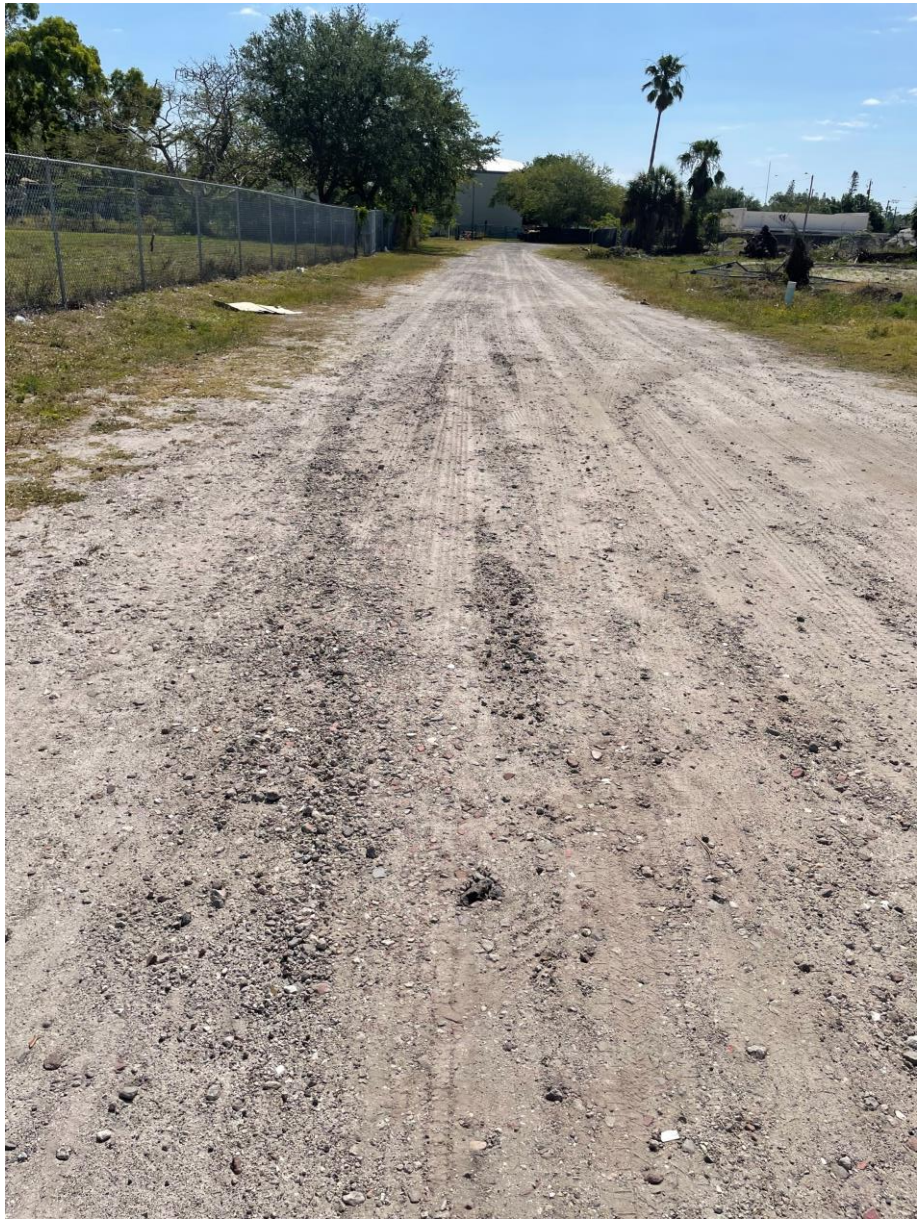
NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 8th Ave. W.





Existing Conditions – 8th Ave. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4046 / Case RV.24.1687

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4046, Case RV.24.1687 (vote 6-0)

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

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

SUBJECT: Approval to Utilize the Continuing Services Contract with Applied Sciences for City Park Master Planning

SUGGESTED ACTION:

Approval from Council to move forward with the work assignment for conceptual planning of the City Park site and coordinate stakeholder discussions.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City has gone through the CCNA selection process using the City's continuing services library to select Applied Sciences through the short list presentation process to guide the Master Plan development for the City Park site. The outcome of the plan will be recommendations and phasing priorities for design and site development.

Per the City's Purchasing Policy, City Council must approve any expenditures over $75,000.

FINANCIAL IMPACT:

Funding is being provided through multiple sources for the preliminary planning associated with the project.

ATTORNEY REVIEW/RECOMMENDATION:

Scott Rudacille discussion on June 4, 2024.

SUGGESTED MOTION:

Motion to utilize the Applied Sciences continuing services contract and approve the expenditure for development services for the City Park Master Plan.

ATTACHMENTS:
City Park Proposal and Fee
City Park Stormwater Engineering Improvements and Fee
RFP 22-029TWS Continuing Services Contract

May 30, 2024

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

RE: LECOM Park Master Plan
Scope and Fee

Dear Kim:

Applied Sciences *(CONSULTANT)* is pleased to provide the City of Bradenton *(CITY)* with this proposal for the development of a Master Plan for LECOM Park *(PLAN).* The *PLAN* will consist of a sequential series of work phases that will enable the *CITY* and the associated stakeholders – namely the County, School Board, Pittsburg Pirates, businesses, institutional, development, and community leaders as shown below - to craft a guiding vision for the future of the LECOM Park Area.

BACKGROUND

The *CITY*, in cooperation with federal, state, community, and private partners, is visioning a City Park concept for LECOM Park and the City's Public Works and Utilities Annex (*City Park*). The visioning includes expanding the baseball field and its amenities to a tournament-quality facility and an outdoor event venue. The partnerships include, but are not limited to, Manatee County, Manatee County School Board, CRA, Sarasota-Manatee Metropolitan Planning Organization, Pittsburgh Pirates, Police Athletic League, and Bradenton Housing Authority.

The site footprint is bounded by 13th Ave W at the north, 17th Ave W at the south, 9th St W to the west, and 3rd St W to the east; approximately 56 acres. The Police Athletic League (PAL) intends to relocate and expand its building and recreational football field to be included in the City Park footprint and is included in the City's visioning. Several major drainage facilities are within the footprint, such as Rogers Garden Elementary School (4.25 acres) and a Bradenton Housing Authority planned "small home" development to encourage home ownership (7.5 acres).

SCOPE OF SERVICES

PHASE 1 // SITE VISIT, ANALYSIS, & KICKOFF

1.1 // COORDINATION MEETING – The project coordination meeting will begin with the *CITY* and the *CONSULTANT* reviewing the scope, schedule, and significant project milestones and deliverables. The *CONSULTANT* will provide an outline for the project schedule for review and discussion before the scheduled meeting date. The CONSULTANT will develop a stakeholder engagement plan with the CITY detailing outreach methods and opportunities for use throughout the project. This includes coordinating with any similar, concurrent projects and/or incorporating effective past findings, reports, or methods into the plan as provided by the CITY.

1.2 // TECHNICAL WORKING GROUP (ONGOING; MAX. 3 MEETINGS) – A Technical Working Group (*TWG*) of core CITY staff members will aid in information sharing and project coordination. The *TWG* will meet with the *CONSULTANT* from time to time to review project progress, vet ideas and solutions, and provide critical input and feedback throughout the duration of the project. The *TWG* may include selected stakeholders or members of the public at the discretion of the *CITY*. It is recommended that one of the allotted number of meetings within this scope occur during the Site Visit in Task 1.3, the Public Design Charrette in Phase 3, and in Task 4.1 Staff Review Meeting.

1.3 // SITE VISIT & REGIONAL TOUR – Key representatives of the *CONSULTANT* team will conduct an initial one (1) day site visit to better understand existing connectivity, neighborhood conditions, and introduce the *CONSULTANT* team to the built, natural, and cultural environments previously discussed and reviewed in the office. It is anticipated that this visit may potentially include initial meetings with the *TWG* and select stakeholders at the discretion of the *CITY*.

Deliverables:
- Summary meeting(s) notes
- Summary Memo describing outcomes of site visits and initial meetings

PHASE 2 // EXISTING CONDITIONS ANALYSIS

2.1 // EXISTING CONDITIONS ANALYSIS – The *CONSULTANT* will conduct an existing conditions analysis to gain a firm understanding of the context and conditions applicable to the *PLAN*

area and its relationship to the region and the immediate surrounding area. This analysis will inform the creation of the *PLAN* and establish a baseline for the project's primary goals and objectives and includes a review of previous and/or concurrent planning documents relevant to the area. To better communicate and prioritize the many complex topics included in the *PLAN* with the stakeholders and the public, we have structured the existing conditions analysis in the following three subsections in order of importance. These same three subsections will also be used for the final *PLAN* to maintain consistency:

2.1.1 THE CULTURAL ENVIRONMENT – This first subsection focuses on understanding the many cultural, market, and demographic factors currently comprising the *PLAN* area. First, It is critical to understand the area's human factors to create a responsive and publicly championed plan. This will have the relevant *CITY* Departments, the CRA, Pittsburg Pirates, Village of the Arts, PAL, Manatee County, and the School Board as the main stakeholders. This includes but is not limited to an analysis of existing economic conditions, housing needs (including the potential extended housing needs of the Pirates), commercial market assessments, public amenities, historically or culturally important places, employment data, major public and economic institutions, and existing civic participation processes.

2.1.2 THE NATURAL ENVIRONMENT – This second subsection of topics includes the analysis of the wide spectrum of existing natural resources, ongoing stormwater management efforts (including the ongoing regional project through the site and the need to fill in the PAL building pond). This analysis includes but is not limited to public open spaces, greenways and blueways, topographic features, coastal resiliency, tree canopy/urban forestry, sustainability, emissions and other forms of pollution, soils, floodplains, water quality, and stormwater management considerations.

2.1.3 THE BUILT ENVIRONMENT – This last subsection of topics focuses on understanding the built environment as it currently exists within and adjacent to the *PLAN* area boundaries. This includes but is not limited to a consideration of existing land use and regulations, urban design, connectivity including street and block network, transportation and circulation patterns (including the current MPO study), existing parking locations, historic preservation, architecture, land ownership, and other similar design or development-related

topics (such as the need to be in compliance with MLB standards), to the extent deemed relevant by the *CONSULTANT*.

Deliverable: Existing conditions report outlining the findings developed in Task 2.1

PHASE 3 // PUBLIC DESIGN CHARRETTE

3.1 // CHARRETTE PREPARATION & LOGISTICS – The *CONSULTANT* will work with the *CITY* to identify dates that work for the stakeholders to conduct a two-day Public Design Charrette. This includes coordinating venues, meeting times and methods for the duration of the charrette. The *CONSULTANT* will prepare for the charrette week with the creation and printing of base maps, sign-in sheets, exit surveys, and any other relevant charrette materials.

3.2 // PUBLIC DESIGN CHARRETTE – This task is centered on the two-day Public Design Charrette held on-site within or in proximity to the *PLAN* area. This intense, multi-faceted approach to public involvement will allow stakeholders to cooperatively develop a vision that serves as the foundation for future strategic decisions. It also allows the team to work together with the *CITY* to make quick progress toward project deliverables. Our anticipated schedule will likely include:

3.2.1 DAY ONE – On the first day the *CONSULTANT* will lead a kick-off presentation of the Existing Conditions Analysis (Task 2.1) as well as our initial impressions of the *PLAN* area followed by a hands-on design session to collaborate with community participants in identifying key elements of their vision for the future. This can be broken into multiple sessions as needed to focus on the differing areas of the *PLAN* area. The hands-on design session will provide participants with the opportunity to interact with differing perspectives, allowing concerns to be quickly identified and discussed while helping establish strong community consensus around key issues. It is anticipated that the community will provide input about priorities that should be addressed. The goal of a hands-on design session is to begin to build community support and develop a short and long-range vision for the future of the *PLAN* area.

3.2.2 DAY TWO – Following the hands-on design session, the *CONSULTANT* will set up an Open Design Studio at a central location to refine ideas and continue to gather community

input. Key stakeholders, staff, and members of the community will be encouraged to stop in throughout the week as new issues come to mind and to check on the development of the plan concepts. The following tasks will be completed at the Open Design Studio:

3.2.2.1 TECHNICAL WORKING GROUP MEETING – While working on-site, the *CONSULTANT* will lead technical meetings with *CITY* staff and technical experts. Additional meetings with key stakeholders – such as property owners, developers, neighborhood associations, and local merchants may also be scheduled. The purpose of these meetings is to review the emerging vision and to receive immediate and focused feedback from all stakeholders.

3.2.2.2 ESTABLISH DRAFT VISION – A key task accomplished during the charrette is defining a common vision for the future of the *PLAN* area. *CONSULTANT* team members will integrate the information gathered during the hands-on design sessions and technical meetings to establish a draft vision and goals to guide future improvements. This includes creating draft Illustrative Plans and visualizations for opportunity areas that present future improvements. The Illustrative Plans and visualizations will showcase long-term goals for the community such as design of streets, buildings, and public spaces. Renderings or sketches created using both digital and hand-drawn techniques will explore design concepts. The visualizations will demonstrate the possibilities for future improvements, allowing community members to evaluate the proposed “change-over-time” and provide quality feedback. The draft Illustrative Plans and visualizations will be accessible throughout the week to allow casual feedback and will be presented at the end of the charrette for more formal community input.

3.2.2.3 TRANSPORTATION CONCEPTS – Observations begun prior to the charrette will be refined while working on site. *CONSULTANT* will consider how mobility goals could be incorporated into the overall urban design.

3.2.2.4 ECONOMIC DEVELOPMENT – During the Open Design Studio, the *CONSULTANT* will use prior data and insights as part of the wider charrette and stakeholder conversations to confirm or change initial assumptions. This will be used to refine the solutions to better align with other elements and goals of the *PLAN*.

3.2.2.5 HOUSING – Members of the *CONSULTANT* team will explore how and where housing could be incorporated per the Comprehensive Plan and CRA guidance.

3.2.2.6 SUSTAINABILITY / RESILIENCY – During the Open Design Studio, the *CONSULTANT* will discuss best practices for using resources, such as green infrastructure and low impact development, more efficiently and protecting natural resources.

Deliverable: Charrette Report describing the outcome of above described tasks

PHASE 4 // PLAN DEVELOPMENT

4.1 // STAFF REVIEW MEETING – Soon after the conclusion of the Public Design Charrette, a review meeting will be held with the *TWG* to follow up on lessons learned from the public and to discuss any remaining comments from the *CITY*.

4.2 // REVISED PRESENTATION PACKAGE – After the Work-in-Progress presentation and the end of the Public Design Charrette, the *CONSULTANT* will refine the plans, visualizations and other work products and produce a first draft document.

4.3 // FINAL PUBLIC PRESENTATION & NEXT STEPS – *CONSULTANT* will present the *PLAN* to the public at a City Council Meeting at a date, time, and venue to be determined by the *CITY* during Task 1.1. The presentation provide an outline of the *PLAN* and recommendations for next steps for implementation.

Deliverable: Final presentation package

PHASE 5 // ADDITIONAL SERVICES – (AVAILABLE UPON REQUEST; NOT INCLUDED IN SCOPE & FEE)

Upon the *CITY's* written authorization, the *CONSULTANT* will assist the *CITY* with the following optional items:

a. Create or update detailed plans (illustrative plan, technical plan, renderings, or similar) for additional neighborhoods or project areas.
b. Topic-specific, standalone reports such as financing strategies, draft regulatory recommendations, phasing, or timeline strategies, or similar.
c. Assist as appropriate with preparing zoning and development application materials or provide technical assistance to stakeholders if requested by the *CITY.*
d. Create more detailed 3-D Model(s) and Fly-Through Animation video(s) of the site that will show the proposed project.
e. Conduct expanded Public Engagement.

f. Assist civil engineers, architects, and other professional consultants by reviewing construction drawings.
g. Advise on the hiring of architects, designers, and other necessary consultants.
h. Be available to assist with marketing by periodically participating in additional meetings not listed in the scope, lectures, interviews, publications, and the like.

SCHEDULE

Phase	1 Month from NTP	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	9 Months
Phase 1 - Site Visit, Analysis, Kick off									
Phase 2 - Existing Conditions Analysis									
Phase 3 - Public Design Charette									
Phase 4 - Plan Development									

BUDGET

All deliverables are in electronic format unless otherwise specified. This is a time and materials not-to-exceed task order for the amount of $129,296 as shown on the attached labor breakdown sheet. Invoices shall be monthly for actual work performed.

We sincerely appreciate this opportunity to provide professional services for this project.

Respectfully Submitted,
APPLIED SCIENCES CONSULTING, INC.

Elie G. Araj, PE, CFM, D.WRE
Principal

Martin County
Project Name: LECOM Park Master Plan
Project Manager: Kim Clayback

Manhour & Fee Estimate
05/30/24

		$278	$238	$198	$132			
Task	**Description**	Senior Principal	Principal Consultant	Sr PE/Project Manager	Admin	Total Hours	ASCI Labor Cost	**Task Subtotals**
1	**Site Visit, Analysis & Kickoff**	30	34	46	12	110	$25,540	$ 25,540
2	**Existing Conditions Analysis**	20	26	104	12	150	$32,340	$ 32,340
3	**Public Design Charrette**	40	46	82	12	168	$38,304	$ 38,304
4	**Plan Development**	32	38	64	14	134	$30,612	$ 30,612
TOTAL HOURS		**122**	**144**	**296**	**50**	**562**		
TOTAL LABOR		**$33,916**	**$34,272**	**$58,608**	**$6,600**		**$126,796**	**$ 126,796.00**
Other Direct Costs and Reimbursables (At Cost)								**$ 2,500.00**
TOTAL PROJECT								**$ 129,296**

SCOPE OF SERVICES

CITY OF BRADENTON

CITY PARK DRAINAGE IMPROVEMENTS

BACKGROUND

The City of Bradenton, in cooperation with federal, state, community and private partners, is visioning a City Park concept in the City's Public Works and Utilities Annex and LECOM Field, to be referred to as City Park. The visioning includes the expansion of the baseball field and its amenities to a tournament quality facility as well as outdoor event venue. The partnerships include, but are not limited to, Manatee County, Manatee County School Board, Sarasota-Manatee Metropolitan Planning Organization, Pittsburgh Pirates, Police Athletic League, and Bradenton Housing Authority.

The site footprint is bounded by 13th Ave W at the north end, 17th Ave W at the south end, 9th St W to the west, and 3rd St W to the east; approximately 56 acres. The Police Athletic League (PAL) intends on relocating and expanding their building and recreational football field to be included in the City Park footprint and is included in the City's visioning. Several major drainage facilities are within the footprint as is Rogers Garden Elementary School (4.25 acres) and a Bradenton Housing Authority planned "small home" development to encourage home ownership (7.5 acres).

LECOM Field (fka McKechnie Field), built in 1923, is the spring training home of the Pittsburgh Pirates and is the third oldest stadium used by a major league baseball team. Multiple upgrades to the facility have occurred in the last two decades including the score board, locker room facilities, concessions, stormwater facilities, and outfield improvements. The facility currently has a practice field and a game field. The City Park vision includes the addition of another game field, concessions, parking, and other common amenities to a sports/outdoor venue facility. The preliminary drawing (10%) accommodates approximately 700 parking spaces on site. The remaining parking will continue to be handled at off-site, private locations and available on street parking. On Site parking will need to accommodate buses, trailers, traditional vehicles, bicycles, and electric vehicles.

The PAL building will house offices, classrooms for VPK programs and Manatee Vocational Technical classes, a gym, and community conference rooms to allow for community support, growth, and care. A part of the community vision for the facility is for teen moms to have access to childcare while they complete their GED and then move to start a vocational program to create a career path all at the same facility. Another part of the community vision is for the adjacent neighborhoods to have access to VPK and after school care in their neighborhood and adjacent to Rogers Garden Elementary, no busing required. The traditional function of the PAL was sports driven but they have risen to the challenge of community outreach and diversion for at risk youth into a structured environment where the exposure to the "unsavory" elements most of these children see is reduced by being involved in the aftercare and athletic programs offered at the center. The neighborhood engagement here is a huge win for the community and the city as a whole. The Master Planning portion for City Park is being undertaken under a separate effort by

DRAFT

the City. This task order is focused on development of the construction bid documents for the regional stormwater elements in the vicinity.

The major drainage facilities for consideration within the footprint include:

- 2-acre pond receiving flow from the drainage basin to the south as well as from Bradenton Village and the proposed small home development
- 1-acre pond receiving flow from Rogers Garden Elementary
- The two ponds act in conjunction with the south pond flowing to the north pond through a control structure and a control structure on the north pond releases the flow to a 42" pipe then to a 60" pipe carrying runoff to the Manatee River
- 1300 LF of 48" pipe is located in 6th St W from 17th Ave W north to 13th Ave W
- 1000 LF of 36" pipe is located between 9th St W and 6th St W located at the south end of the Public Works yard

The City is interested in low impact development and green infrastructure that is community friendly and may be viewed as an amenity to be incorporated into the site to minimize additional significant storm infrastructure construction.

The CITY is contracting with APPLIED SCIENCES to first develop and execute a conceptual environmental resources permit (ERP) for the drainage associated with City Park Facilities, which will allow facilitate moving portions of the plan forward, and second, design and fully permit the stormwater system for construction through the bid phase services. The authorization for the contract is through the Professional Services Agreement RFP 22-029TWS: Drainage-Stormwater Design Services continuing services contract, executed on March 22, 2023 between the City of Bradenton (CITY) and APPLIED SCIENCES CONSULTING, Inc. (APPLIED SCIENCES)

1.0 PROJECT MANAGEMENT AND COORDINATION

APPLIED SCIENCES will develop project documents and filing systems for the project that will include project set-up, Project Management and QA/QC Plan, Safety Plans, hard and electronic files, and project meetings.

APPLIED SCIENCES will attend a kick-off meeting with CITY staff, in person,at the initiation of the project. The purpose of the meeting will be to introduce the team to key CITY staff members and discuss the project scope, deliverables, and schedule. APPLIED SCIENCES shall prepare an agenda and meeting notes.

APPLIED SCIENCES shall schedule and facilitate six (6) teams meetings to ensure the CITY is well informed of the status and progress of the project, as well as to provide the CITY opportunity to comment and provide direction to APPLIED SCIENCES. APPLIED SCIENCES shall prepare an agenda and meeting notes.

APPLIED SCIENCES will provide monthly status reports with invoices and schedule updates as needed to address the progress of the work. It is anticipated that the project duration is anticipated to be 12months.

Deliverables:

1. APPLIED SCIENCES will coordinate meetings and provide a draft agenda, distribute electronically, to participants at least 2 business days before the scheduled meeting.
2. APPLIED SCIENCES will provide draft meeting notes, distribute electronically, and revise final meeting notes based on input from the CITY and attendees of the progress meetings.
3. Monthly status reports, and invoices, including schedule updates as needed for the duration of the project.

2.0 PERMITTING

The CITY shall provide all existing permit data, record construction plans and utility data associated with the project area to APPLIED SCIENCES. APPLIED SCIENCES will review all information provided from the CITY and all available permit data from the Water Management District before determining additional survey needs.

Surface Water Modeling

APPLIED SCIENCES will utilize the provided ICPR v4 Stormwater Model to evaluate the proposed stormwater management improvements. APPLIED SCIENCES will use the proposed conditions model created by Stantec for the Village of the Arts (VOTA) Drainage Improvements project as the baseline model for City Park Improvements. The modeling will include a preliminary step to create a conceptual model for the City Park area. As previoulsy stated, The CITY anticipates the Conceptual Environmental Resource Permit associated with the conceptual plan will be permitted prior to the full permitting efforts required for the construction plans.

APPLIED SCIENCES will create the Revised Existing Conditions Model (RECM) based on the VOTA model previously approved by SWFWMD, including incorporating any changes to pipe sizes, elevations and structures from the VOTA Drainage Record Drawings. APPLIED SCIENCES will create the Proposed Conditions Model (PCM) in ICPR v4 modeling software.

Modeling requirements for the project will be discussed as part of the pre-application meeting with SWFWMD. APPLIED SCIENCES will hold a project kick-off meeting with CITY staff to provide background, an overview of the proposed project, to collect initial agency feedback on the proposed project, to confirm the information that will be needed to support the application processes and to identify steps that may be taken to facilitate and expedite agency reviews and approvals.

Deliverables:

1. Electronic Conceptual Model, GIS Database, and Conceptual ERP Application Package to include conceptual construction plans
2. Electronic Revised Existing Conditions Model, GIS Database, and supporting documentation

DRAFT

3. Electronic Proposed Conditions Model, GIS Database, ERP Application Package, and other supporting documentation

SWFWMD permitting

APPLIED SCIENCES will attend internal coordination meetings, SWFWMD pre-application meetings, and project coordination/status meetings with representatives of the CITY.

APPLIED SCIENCES shall prepare the permit applications to the specific outline and format based on their experience and knowledge for the type of permit submittal and the direction of the regulatory agencies, if applicable, from the preapplication meeting(s). All requirements of the permit being applied for shall be addressed in APPLIED SCIENCES application.

Following the pre-application meeting with SWFWMD, APPLIED SCIENCES will work with the CITY to submit a Conceptual Permit for the City Park Plan as known at such a time of application.

The CITY shall be responsible for all costs and fees associated with the permit application including but not limited to, permit application fees, publication of all notices in a publication of general circulation additional permit fees as required related to RAI review or as required by the permitting agency.

APPLIED SCIENCES will also work on obtaining an Environmental Resource Permit for the construction of the proposed regional stormwater system. It is assumed that the proposed work will be authorized pursuant to a State of Florida *General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities* pursuant to 62-330.451 F.A.C. APPLIED SCIENCES will prepare an environmental narrative in support of the preparation and submittal of a *Notice of Intent to Use an Environmental Resource General Permit* to the Southwest Florida Water Management District (SWFWMD). If requested by SWFWMD, APPLIED SCIENCES will attend one field meeting with representative of SWFWMD to review the proposed project and to discuss the environmental merits of the project. APPLIED SCIENCES will assist in the preparation and submittal of responses to one Request for Additional (RAI) Information from SWFWMD for the Conceptual Permit and one RAI for the construction permit.

APPLIED SCIENCES shall review the draft conceptual and draft permit(s) received from the regulatory agency(ies) for accuracy and inclusion of all permit information. Any revisions suggested by APPLIED SCIENCES shall be reviewed by the CITY. APPLIED SCIENCES shall prepare a draft permit review correspondence to include APPLIED SCIENCES CITY accepted comments as well as comments provided by the CITY and submit to the applicable regulatory agency. APPLIED SCIENCES shall also review the final permit issued by the regulatory agency for completeness and make the CITY aware of any permit conditions. APPLIED SCIENCES shall notify the regulatory agency of any issues with the conceptual permit and final construction permit as needed.

DRAFT

3.0 DESIGN

APPLIED SCIENCES shall provide detailed design calculations and supporting documents for improvements to the stormwater management system including hydrogeologic and environmental reports to support the design and permit application; coordination and design considerations for surrounding utilities and neighboring properties; and other required design information as required by federal, state, and local regulation and current good engineering practice. The design shall be documented as part of the required permit application(s) for the project. Any design information not submitted as part of permit application(s) will be provided to the CITY in supplemental reports for the CITY's records.

PLAN SHEETS	# Sheets	Conceptual Permit	60%	100%	Bid Set
Cover Sheet		1	1	1	1
General Notes		1	2	2	2
Aerial Site Plan / Site Location		1	1	1	1
Site Preparation and Stormwater BMP Plan		12	12	12	12
Control Structure Details		2	2	3	3
Stormwater Management System Grading Plans and Details		12	12	12	12
Stormwater Management Structures Plans and Details		6	6	6	6
Roadway and Stormwater System Plan and Profile		6	6	6	6
Utility Adjustment Plans		0	12	12	12
Miscellaneous Details		5	5	5	5
TOTAL		46	58	60	60

60% Plans

It is anticipated that 60% construction plans will be required for the permit submittals to the SWFWMD. An additional permitting process is not required for the CITY.

APPLIED SCIENCES will prepare an engineer's opinion of probable construction cost estimates at the 60% milestone to keep the CITY informed on the construction cost impacts.

Deliverables:

1. Utility Coordination communication and plans will be sent to the appropriate utility companies
2. Digital files of the 60% design plans will be provided in AutoCAD Civil 3D format
3. Digital files of the 60% design plans will be provided in PDF format
4. Engineer's Opinion of Probable Construction Cost estimate at 60% design digitally (to include source)

DRAFT

Constructability Review and QA/QC

APPLIED SCIENCES will conduct a constructability review at the 60% Phase and at the 100% Construction Plan Phase submittal. APPLIED SCIENCES shall perform a constructability review of the bid documents to identify potential construction issues or revisions that may be needed to clarify construction intent.

The constructability review will be conducted by experts within APPLIED SCIENCES who have not been involved in the development of the plans and have experience with this type of project.

100% Plans

APPLIED SCIENCES will incorporate revisions based on comments from the CITY and SWFWMD to finalize the 100% plan set. APPLIED SCIENCES will prepare an engineer's opinion of probable construction cost estimates at the 100% milestone to keep the CITY informed on the construction cost impacts.

Deliverables:

1. Digital files of the 100% design plans will be provided in AutoCAD Civil 3D format
2. Digital files of the 100% design plans will be provided in PDF format and two printed full size sets
3. 100% Technical Specifications word and pdf format digitally
4. Engineer's Opinion of Probable Construction Cost estimate at 100% design digitally (to include source)

4.0 BID PHASE SERVICES

APPLIED SCIENCES shall prepare comprehensive and complete construction bid documents for use by the CITY in Invitation for Bids to procure the construction work. The bid documents shall include sufficient detail to allow a contractor to efficiently and completely perform the work. The construction bid documents shall include a complete set of Construction Phase Plans and technical specifications that describe the work.

Final Construction Plans (Bid Drawing Sheets)

APPLIED SCIENCES will prepare comprehensive and complete construction bid documents for use by the CITY in Invitation for Bids to procure the construction Work. The bid documents will be based on the permitting documents and will include sufficient detail to allow a contractor to perform the Work. The construction bid documents will include one (1) complete master set of Construction Bid Drawings and Technical Specifications that describe the Work. The construction bid drawings and technical specifications will be structured within the master documents to allow the CITY to bid the work in separate bid packages and/or phases.

Deliverables:

1. Digital files of the Construction Bid Drawings will be provided in AutoCAD Civil 3D format and two hard copy sets
2. Digital files of the Construction Technical Specifications will be provided in PDF format and two bound hard copies.

DRAFT

Technical Specifications

APPLIED SCIENCES will prepare written technical specifications consisting of the following:

- Standard City Division 0 Bidding and Contract Requirements reviewed and updated for project specific conditions. The City will provide the applicable sections in word format.
- Standard City Division 1 General Requirements reviewed and updated for project specific conditions. The City will provide the applicable sections in word format.
- Division 2 Site Construction - applicable sections
- Division 3 Concrete - applicable sections
- Division 15 Mechanical - N/A

Invitation for Bids Support Documentation will consist of the following:

- Engineer's Opinion of Probable Construction Cost Estimate based on the final construction plans.

Following a successful bid APPLIED SCIENCES will provide the Engineer's Evaluation of Bid, Bid Tabulation spreadsheet, and Letter of Recommendation for Award.

Deliverables:

1. Digital files of the Conformed Construction Plan Set design plans will be provided in AutoCAD Civil 3D format
2. Digital files of the Conformed Construction Plan Set design plans will be provided digitally in PDF format and two hard copies signed and sealed by the EOR
3. Digital files of the Conformed Construction Technical Specifications will be provided digitally in PDF format and two hard copies signed and sealed by the EOR

DRAFT

SCHEDULE

Table 1. Schedule

Description	Calendar Days after NTP	Date
NTP	0	
Conceptual Design	60	
Conceptual Permit	90	
60% Design	210	
Design Permit	240	
100% Design	270	
Bid Support	300	
IFC Plans	310	

FEE ESTIMATE

Per Section 5.1.a of the professional services agreement, the project will be based on a lump sum fee of $267,239.00 ($266,239.00 for Labor plus $1,000 in Other Direct Expenses invoiced at Cost) invoiced monthly, per task, on a percent complete basis.

Table 2. Fee Estimate

Task	Description	Fee Type	Proposed Fee
1.0	PROJECT MGT & COORDINATION	LS	**$59,938.00**
2.0	PERMITTING	LS	**$68,859.00**
3.0	DESIGN	LS	**$107,764.00**
4.0	BID PHASE SERVICES	LS	**$29,678.00**
	Total Labor:		**$266,239.00**

ASSUMPTIONS:

1. Additional Survey needs and SUE will be provided by the City.
2. The conceptual design will not deviate substantially from the permitted conceptual design.
3. Permitting fee will be paid for by the City.

END SCOPE OF SERVICES

DRAFT

CITY OF BRADENTON
Project Name: **CITY PARK DRAINAGE IMPROVEMENTS**
Project Manager **Kim Clayback**

Exhibit B - Manhour & Fee Estimate
05/31/24

		$278.00	$225.00	$198.00	$164.00	$129.00	$59.00		
Task	**Description**	**Sr. Principal**	**Sup. Engr.**	**Sr. PE/PM**	**Project Eng.**	**Designer/CAD**	**Admin.**	**Total Hours**	**Labor Cost**
1.0	**PROJECT MGT AND COORDINATION**	14	8	220	10	50	44	**346**	**$59,938.00**
2.0	**PERMITTING**	19	48	28	157	151	34	**437**	**$68,859.00**
3.0	**DESIGN (60% / 100%)**	13	38	40	340	220	60	**711**	**$107,764.00**
4.0	**BID PHASE SERVICES**	2	6	64	58	36	16	**182**	**$29,678.00**
TOTAL HOURS		48	100	352	565	457	154	**1,676**	
TOTAL LABOR		**$13,344**	**$22,500**	**$69,696**	**$92,660**	**$58,953**	**$9,086**		**$266,239.00**

DIRECT EXPENSES

Direct Cost: Three (3) sets of hard copies of the Technical Specifications and design plan at each submittal $ 1,000.00

TOTAL EXPENSES **$ 1,000.00**

TOTAL COST **$267,239.00**

Notes: 1. Any Item not specifically priced and included in this proposal is specifically excluded, and if required later, will necessitate additional fee negotiation.
2. Permitting fees to be paid for by the CITY

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Applied Sciences Consulting, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1000 North Ashley Drive, Suite 500 Tampa, FL 33602.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023

CONSULTANT

Applied Sciences Consulting, Inc.

1000 North Ashley Drive, Suite 500

Tampa, FL 33602

By: _____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit B - Key Personnel

Applied Sciences Consulting, Inc.

KEY PERSONNEL

	Staff Name	Classification
1	**Elie Araj**	Senior Principal
2	**Tom Burke**	Chief Engineer
3	**Blake Guillory**	Principal Consultant
4	**Mark Hammond**	Principal Consultant
5	**Robert Wronski**	Supervisory Engineer
6	**Matt Goolsby**	Sr. Professional Engineer
7	**David Brown**	Professional Engineer
8	**Pete Owens**	Professional Engineer
9	**Brian Cook**	Landscape Architect

Exhibit C - Standard Hourly Rate Schedule

Applied Sciences Consulting, Inc.

BILLING RATES

	Classification	Hourly Rate
1	Senior Principal	$ 278
2	Chief Engineer	$ 258
3	Principal Consultant	$ 238
4	Principal Consultant	$ 238
5	Supervisory Engineer	$ 225
6	Sr. Professional Engineer	$ 198
7	Professional Engineer	$ 164
8	Professional Engineer	$ 164
9	Landscape Architect	$ 175

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 12, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

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

SUBJECT: Bradenton Police Headquarters Water Line Relocation and Stormwater Installation Work Assignment Expenditure

SUGGESTED ACTION: Approval for the expenditure for Gator Grading & Paving, LLC to relocate the 24" water line from Elevated Water Tank 1 and install stormwater piping associated with the construction of the new BPD Headquarters.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This project will relocate the existing 24” water main at the proposed new BPD Headquarters site. Since the water main cannot be maintained underneath the proposed building, it is being located a minimum of 10’ from the edge of the footprint of the proposed structure. Please see attached plan sheets and quote from Gator Grading & Paving.

Per the City's Purchasing Policy, City Council must approve any expenditures over $75,000.

FINANCIAL IMPACT:
Funding for the BPD Headquarters is allocated in GL account 30158200-563000-BPDHQ.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment expenditure to water line relocation and stormwater installation work at the new Bradenton Police Department Headquarters, utilizing piggyback contract PB-23-007KC.

ATTACHMENTS:
Gator Grading and Paving Quote
PB23-007KC with Gator Grading

GATOR GRADING & PAVING, LLC

TO:

City of Bradenton
1411 9th St W
Bradenton, Florida 34205
*****REVISION #2*****

PHONE:
EMAIL

DATE: May 9, 2024

PROJECT: 238004-2
Bradenton Police HQ
24" DIP Reroute + Storm drainage

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization - COB Max 8%	1	LS	$44,968.43	$44,968.43
2	Maint of Traffic - (Largo 47c)	4	DY	$2,086.43	$8,345.72
3	Inlet Protection COB	2	EA	$175.00	$350.00
4	Dewater >5-10' depth-15 pts (Largo 3b)	1	LS	$3,163.02	$3,163.02
5	Dewater >5-10' depth-15 pts (Largo 3b)	55	EA	$591.28	$32,520.40
6	Fence Removal/reset	100	LF	$55.00	$5,500.00
7	Remove Ex Curb - COB	50	LF	$10.50	$525.00
8	Remove Ex Concrete Slab - COB	67	SY	$16.35	$1,095.45
9	Base & Asphalt removal (Clear & Grub) (COB)	0.03	AC	$83,500.00	$2,505.00
10	6" DIP F&I 8' (Largo11b)	1	EA	$9,087.81	$9,087.81
11	6" DIP F&I per plan (Largo 12b)	16	LF	$495.74	$7,931.84
12	24" DIP CL51 WM- 8' (Largo11i)	1	LS	$37,344.74	$37,344.74
13	24" DIP CL51 WM - Addtnl LF (Largo 12i)	300	LF	$1,311.83	$393,549.00
14	6" Gate Valve (Largo 45c)	3	EA	$5,454.50	$16,363.50
15	24" Butterfly Valve - (Largo 46b)	1	EA	$25,460.44	$25,460.44
16	Replace Ex Concrete curb COB	50	LF	$41.50	$2,075.00
17	6" Concrete slab - COB	67	SY	$110.00	$7,370.00
18	Patch 6th St - 6" asphalt; COB	45	TN	$175.00	$7,875.00
19	Abandon 24" GV - Flowable Fill (Largo 28)	1	CY	$301.51	$301.51
17	Restoration & Bahia Sod (Largo 35)	50	SY	$14.84	$742.00
	TOTAL WATERLINE				$607,073.86
1	Mobilization COB to 8%	1	LS	$6,326.58	$6,326.58
2	Dewatering >5-10' depth; 15 points	1	EA	$3,163.02	$3,163.02
3	Dewatering >5-10' depth; addtnl points	30	EA	$591.28	$17,738.40
4	Install Junction box <10' provided by COB	2	EA	$2,270.99	$4,541.98
5	Install Grate Inlet <10' provided by COB	1	EA	$2,270.99	$2,270.99
6	Core Ex structures for new 18" pipe (Largo 20f)	6	EA	$4,019.34	$24,116.04
7	F&I 18" HDPE	174	LF	$146.58	$25,504.92
	TOTAL STORM DRAIN				$83,661.93
NOTES:				**GRAND TOTAL**	**$690,735.79**

1 Based on plans provided by City of Bradenton 4-24-24 Sheet C1-4
2 Exclusions: Survey/layout/as-builts, soil testing, Permits, Fees and bond.
3 Includes 3- 24" DIP Line stops, 1- 8" Line stop per plans.
4 Schedule to be mutally agreed for a TBD start date.

Submitted By:

Angie McElroy

Angie McElroy
Estimator
Office: 941-751-3900, Ext 114

Accepted By:

Name: _____

Title: _____

Date: _____

2704 105th Street East, Palmetto, FL 34221 Phone: (941) 751-3900 Fax: (941) 751-3949

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB 23-007KC BETWEEN THE CITY OF BRADENTON AND GATOR GRADING AND PAVING, LLC

Gator Grading and Paving, LLC agrees to enter into an agreement with the City of Bradenton, Florida to perform as needed repairs of sanitary sewer, reclaimed water, stormwater sewer and appurtenances services for the City of Bradenton. This agreement is in accordance with the specifications per the City of Largo Agreement between Owner and Contractor for Construction Contract (Unit Price) in response to ITB 22-B-760, ITB 22-B-760 dated August 25, 2022, and all addenda thereto, and Gator Grading and Paving, LLC's response to ITB 22-B-760 (collectively, the "Contract Documents") including the same pricing as set forth in the Contract Documents, for the period dated from the authorized signing of this document by Gene Brown, Mayor, through November 1, 2025, with the option of one additional one-year extension,, with the following modifications:

1. All references to the "City of Largo" shall be replaced with "City of Bradenton, Florida."

2. All references to the "Engineer" shall be replaced with "Director of Public Works and Utilities."

3. All Applications for Payment shall be submitted to kim.clayback@bradentonFl.gov and pwpurchasing@bradentonFL.gov .

4. All notices required to be sent to the City of Bradenton pursuant to the terms of the Contract Documents shall be sent to Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

5. Section 9.01, Contract Documents, of the Agreement between Owner and Contractor for Construction Contract (Unit Price) shall be revised to add a Section 9.01(8) as follows:

8. Agreement PB 23-007KC between the City of Bradenton and Gator Grading and Paving, LLC.

6. A new Article 10.07, Work Orders, shall be added to the Agreement between Owner and Contractor for Construction Contract (Unit Price) as follows:

Work Orders issued in accordance with this Agreement are limited to work which is not subject to mandatory bidding under Section 255.20, Fla. Stat., or other applicable law or ordinance.

7. A new Article 10.08, E-Verify, shall be added to the Agreement between Owner and Contractor for Construction Contract (Unit Price) as follows:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

8. A new Article 10.09, Public Records, shall be added to the Agreement between Owner and Contractor for Construction Contract (Unit Price) as follows:

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Contractor shall keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City, 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 Florida Statutes, Chapter 119, or as otherwise provided by law;

c. City shall ensure 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;

d. Contractor shall 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; and;

e. Contractor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

City Clerk

Phone: (941) 932-9400

Email: Cityclerk@Cityofbradenton.com

Mailing Address: 101 Old Main Street – Bradenton, FL 34205

9. Section 6.02, Insurance, General Conditions, shall be deleted in its entirety and replaced with the following:

Before performing any services, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) **Commercial General Liability.**

The limits are to be applicable only to services performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000

Annual Aggregate (if applicable) $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Contract. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) 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: PW As Needed Construction

b. Certificate shall be mailed to:
The City of Bradenton
1411 9th St W
Bradenton, FL 34205
Attn: Kim Clayback, PE

10. Section 18.07, Controlling Law, General Conditions, shall be revised to reflect that the venue for any state court action shall lie solely in the Twelfth Judicial Circuit in and for Manatee County, Florida.

This Agreement 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.

W. E. Hicks — 1-25-2023

William E. Hicks, Date

VP/COO of Gator Grading and Paving, LLC

Gene Brown — 2-8-2023

Gene Brown, Date

Mayor

Jim McLellan — 01/25/2023

Jim McLellan, P.E., Director, Date

City of Bradenton Public Works and Utilities

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW43
FINANCIAL PROJECT NO. 413639-1-88-01
F.E.I.D. NO. F596000283001
AMENDMENT NO. 9

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the City of Bradenton, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on June 8, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF BRADENTON, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Gene Brown

Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: Mark Mathes, P.E.

Title: District Traffic Operations Engineer

Legal Review: _____ DS SEJ

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency: City of Bradenton**

Effective Date: 7/1/2024 **To: 6/30/2025** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 45/US 41B	21ST AVE W	404		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	17TH AVE W	405		$ 5,720					$ 403				$ 254					$ 708		$ 7,085
SR 45/US 41B	12TH AVE W	406		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	9TH AVE W	407		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	8TH AVE W	408		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	9TH ST W	412		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	SR 64 EB / 6TH AVE W	413		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 45/US 41B	SR 64 / MANATEE AVE	414		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 45/US 41B	3RD AVE W	415		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	10TH ST W	454		$ 5,720									$ 127							$ 5,847
SR 64/	SR 55/US 41/US 301/1ST ST	455		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	9TH ST E	456		$ 5,720									$ 127							$ 5,847
SR 64/	17TH ST E	457		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	27TH ST E	458		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	CARLTON ARMS BLVD	459		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	43RD ST E/OAK LEAF BLVD	460		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	48TH ST CT E	461		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	15TH ST E	472		$ 5,720					$ 403				$ 254					$ 708		$ 7,085
SR 64/	9TH ST E	473		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	SR 55/US 41/US 301/1ST ST	474		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 64/	10TH ST W	475		$ 5,720						$ 432			$ 127							$ 6,279
SR 70/	7TH AVE E	487		$ 5,720					$ 403				$ 127							$ 6,250
SR 55/US 41	13TH AVE E	499		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 55/US 41	9TH AVE / MLK JR AVE	500		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 64/	75TH ST W	505		$ 5,720					$ 403	$ 432		$ 127	$ 254					$ 708		$ 7,644
SR 64/	VILLAGE GREEN PKWY	506		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	67TH ST W	507		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	59TH ST W	508		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	51ST ST W	509		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 64/	43RD ST W	510		$ 5,720					$ 403			$ 127	$ 254					$ 708		$ 7,212
SR 64/	39TH ST W	511		$ 5,720					$ 403				$ 127							$ 6,250
SR 64/	26TH ST W	512		$ 5,720								$ 127	$ 254					$ 708		$ 6,809
SR 64/	15TH STREET WEST	513		$ 5,720									$ 127					$ 708		$ 6,555
SR 64 EB	14TH ST W	514		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	13TH ST W	515		$ 5,720									$ 127							$ 5,847
SR 64/	12TH ST W	516		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	12TH ST W	517		$ 5,720									$ 127					$ 708		$ 6,555
SR 64/	13TH ST W	518		$ 5,720									$ 127							$ 5,847
SR 64 WB	14TH ST W	519		$ 5,720									$ 254					$ 708		$ 6,682
SR 64 EB	11th St W	1519		$ 5,720					$ 403				$ 127							$ 6,250
SR 64 WB	Court St.	1520		$ 5,720					$ 403	$ 432			$ 127							$ 6,682
US 41B NB	13TH ST W (RRFB)	F184				$ 780														$ 780
US 41B SB	13TH ST W (RRFB)	F186				$ 780														$ 780
US 41B NB	11TH ST W (RRFB)	F187				$ 780														$ 780
US 41B SB	11TH ST W (RRFB)	F189				$ 780														$ 780
US 41B NB	12TH ST W (RRFB)	F191				$ 780														$ 780
SR 64 (Manatee Ave)	W OF 17th ST E	F209				$ 780														$ 780
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Median)	F210						$ 393												$ 393
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Shoulder)	F211						$ 393												$ 393
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Median)	F266						$ 393												$ 393
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Shoulder)	F267						$ 393												$ 393
SR 64 (Manatee Ave)	W OF 43RD ST W	F306				$ 780														$ 780

DocuSign Envelope ID: B1B4B68F-D397-41BB-A00E-702D8B434668

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency:** **City of Bradenton**

Effective Date: 7/1/2024 **To: 6/30/2025** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 64	Manatee Bridge (BlueToad)	SPID 321										$ 127	$ 127					$ 708		$ 962
SR 64	West end of Perico Island (MVDS 22	VDS-Man.Br.										$ 127								$ 127
US 41/1st St	S of 11th Ave W (MVDS 51)	VDS-4111										$ 127								$ 127
US 41B/9th St W	N of 8th Ave W (MVDS 50)	VDS-4101										$ 127								$ 127
SR 64 EB/6th Ave W	W of 8th St W (MVDS 2)	VDS-4018										$ 127								$ 127
SR 64 EB/6th Ave W	E of 14th St W (MVDS 1)	VDS-4121										$ 127								$ 127
SR 64 EB/6th Ave E	E of 9th St E (MVDS 33)	VDS-4016										$ 127								$ 127
SR 64 WB/Manatee Ave E	E of 1st St (MVDS 6)	VDS-4113-1										$ 127								$ 127
US 41/1st St	S of SR 64 (MVDS 5)	VDS-4113-2										$ 127								$ 127
US 41B/9th St W	S of 3rd Ave W (MVDS 4)	VDS-4118										$ 127								$ 127
SR 64 WB/Manatee Ave W	E of 8th St W (MVDS 3)	VDS-4019										$ 127								$ 127
SR 64	W of 17th St E (MVDS 7)	VDS-4013										$ 127								$ 127
SR 64	E of 26th St W (MVDS 30)	VDS-4025										$ 127								$ 127
SR 64	W of Village Green (MVDS 29)	VDS-4031										$ 127				$ 2,086				$ 2,213
US 41B/14th St W	S of 17th Ave W (MVDS 47)	VDS-4081										$ 127								$ 127
																				$ -
																		Total Lump Sum *		$ 287,386

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 287,386

Maintaining Agency Gene Brown, Mayor Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)