

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

SECOND REVISED AGENDA

1. INVOCATION & PLEDGE

Lead Pastor Matt Ennis with Westside Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

- a) [Legislative](#): First Responders Appreciation Day
[First Responders Appreciation Day Proclamation](#)
- b) [Legislative](#): Register Your Emergency Contact Information Week
[Register Your Emergency Contact Information Week Proclamation](#)

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

- a) [City Administration](#): 2026 City of Bradenton Official Calendar
[2026 City of Bradenton Official Calendar](#)
- b) [Clerk](#): Minutes from the August 13, 2025, City Council Meeting
[8-13-2025 City Council Meeting Minutes](#)
- c) [Clerk](#): Minutes from the September 24, 2025, City Council Budget Hearing
[9-24-2025 City Council Budget Hearing Minutes](#)
- d) [Clerk](#): Minutes from the September 10, 2025, City Council Meeting
[09-10-2025 City Council Meeting Minutes](#)
- e) [Finance](#): Budget Adjustment BA25-12
[Budget Adjustment BA25-12](#)
- f) [Finance](#): CS&L Annual Audit Engagement Letter Addendum

- [CS&L Annual Audit Engagement Letter Addendum](#)
- g) [Finance](#): Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Amendment 2 to Loan Agreement WW41030A0
[SRF Amendment 2 to Loan Agreement WW4103A0](#)
 - h) [Legal](#): Resolution 25-96 - Administrative Approval of Plats and Replats by the City Administrator
[Resolution 25-96](#)
 - i) [Planning & Community Development](#): Resolution 25-95 - Correction of Scrivener's Error for Building Permit Fees and Refund Policy - **EXHIBIT "A" TO RESOLUTION 25-95 WAS REVISED**
[Resolution 25-95](#)
[Resolution 25-95 Memorandum](#)
 - j) [Police](#): Extension #1 to Award Number OS005 for Online Sting Operations Grant Program for Local Law Enforcement
[Extension #1 to Award Number OS005](#)
 - k) [Purchasing](#): Amendment No. 3 to RFP 23-009EJ with Matrix Consulting Group, LTD.
[Amendment No. 3 to RFP 23-009EJ with Matrix Consulting](#)
 - l) [Public Works & Utilities](#): Resolution 25-97 - Grant Application with the Florida Fish and Wildlife Commission
[Resolution 25-97](#)
 - m) [Purchasing](#): Notice of Recommended Award (NORA) for IFB 25-040MK Road Construction Materials
[NORA IFB-25-040MK Packet](#)
 - n) [Public Works & Utilities](#): Revised Samsara Fleet Management Quote
[Revised Samsara Quote](#)
 - o) [Fire](#): **Drone Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)**
[Drone Program Financial Assistance Agreement with the FDLE](#)

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

- a) [Planning & Community Development](#): **Quasi-Judicial**: RESOLUTION 25-84 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0016 AUTHORIZING A DOCK FOR PROPERTY SEPARATED FROM A BODY OF WATER BY A PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY AT 2101 RIVERVIEW BLVD, BRADENTON, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[Resolution 25-84](#)
[Staff Report](#)
[Application Materials](#)

- b) [Finance](#): RESOLUTION 25-86
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution 25-86](#)

- c) [Finance](#): RESOLUTION 25-85
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution 25-85](#)

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

- a) [Purchasing](#): Notice of Recommended Award (NORA) for RFP 25-037EJ to Waste Pro of Florida, Inc. for Recycling Processing Services
[25-037EJ NORA Packet](#)
- b) [City Administration](#): Emergency Procurement Report
- c) [City Administration](#): Purchase and Sale Agreement for 520 17th Avenue West
[Purchase and Sale Agreement for 520 17th Avenue West](#)
- d) [City Administration](#): Resolution 25-98 - Public Necessity - 516 17th Avenue West
[Resolution 25-98](#)

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer language 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.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Proclamation
AGENDA SECTION: PROCLAMATIONS
SUBJECT: First Responders Appreciation Day
SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

N/A

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A

ATTACHMENTS:

[First Responders Appreciation 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*

First Responders Appreciation Day
October 28, 2025

Whereas, Congress and the President of the United States have designated October 28th as First Responders Day; and

Whereas, first responders include 9-1-1 operators and dispatchers, law enforcement officers, firefighters, emergency medical services personnel, search and rescue teams, emergency management professionals, road maintenance personnel and other roles in the public safety sector; and

Whereas, first responders are a vital part of our City whose skills often make the difference between life and death while dedicating their lives to public service, education and extensive training; and

Whereas, these courageous individuals are our primary and best defense against all emergencies that threaten our communities, they are quick to respond to dangerous situations and come to the aid of the citizens while often risking their own safety and lives to protect others and property; and

Whereas, first responders respond to emergencies without hesitation when the need arises and tirelessly give of their time and energy, making themselves available at all times; and

Whereas, the City of Bradenton wishes to thank our first responders for their service and dedication to our City and its residents.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim **October 28, 2025** as **First Responders Appreciation Day**, and urges all citizens to acknowledge the sacrifice of the first responders who make our City the best in which to live, work and play.

Gene Brown
Mayor
October 8, 2025

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Proclamation
AGENDA SECTION: PROCLAMATIONS
SUBJECT: Register Your Emergency Contact Information Week
SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

N/A

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A

ATTACHMENTS:

[Register Your Emergency Contact Information Week 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*

*Register Your Emergency Contact
Information Week
October 13-17, 2025*

Whereas, the Florida Department of Highway Safety and Motor Vehicles' Emergency Contact Information Program allows all individuals with a valid Florida driver license or identification card to voluntarily provide emergency contact information online at www.flhsmv.gov/eci, or when in an office to apply for a driver license or ID card; and

Whereas, registering your information in the State of Florida's award-winning ECI Program is a highly effective way to enhance the lives of Floridians by providing contact information to law enforcement officers during critical emergencies; and

Whereas, To Inform Families First (TIFF) was created by Christine Olson after losing her daughter, Tiffiany, in a fatal motorcycle crash in 2005 to ensure law enforcement officers have the information they need to notify loved ones when emergencies arise; and

Whereas, the Florida Department of Highway Safety and Motor Vehicles and TIFF have joined together to encourage all licensed drivers and ID card holders to register or update their information, which is stored in a secure database used only by law enforcement agencies; and

Whereas, many states, including Alabama, Arkansas, Colorado, Delaware, Illinois, Indiana, Kentucky, Minnesota, New Jersey, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia and Wisconsin have joined the State of Florida in their endeavor to provide immediate contact information to families during a critical incident.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim **October 13-17, 2025** as **Register Your Emergency Contact Information Week**, and urges all citizens to join the 20 million registered Floridians participating in this program to ensure all families can be notified if an emergency should arise regarding their loved ones.

Gene Brown
Mayor
October 8, 2025

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2026 City of Bradenton Official Calendar

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The proposed 2026 City of Bradenton Official Calendar contains holiday observances and dates for City Council meetings. The calendar indicates a single Council meeting for the months of June, July, October, November, and December.

There were not any new holidays added this year, and the calendar does not reflect workshops, special, or emergency meetings, which may be scheduled as required. Modifications to this calendar may be made at the discretion of City Council.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the 2026 City of Bradenton official calendar as presented.

ATTACHMENTS:

2026 City of Bradenton Official Calendar



2026 City of Bradenton Official Calendar

BLUE BOX DENOTES COUNCIL MEETING DATES

RED BOX DENOTES HOLIDAYS & OBSERVATIONS

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

JAN. 14 & 28 – COUNCIL MEETINGS

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

FEB. 11 & 25 – COUNCIL MEETINGS

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

MARCH 11 & 25 – COUNCIL MEETINGS

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

APRIL 8 & 22 – COUNCIL MEETINGS

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

MAY 13 & 27 – COUNCIL MEETINGS

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

JUNE 10 – COUNCIL MEETING

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

JULY 22 – COUNCIL MEETING

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

AUG. 12 & 26 – COUNCIL MEETINGS

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

SEPT. 9 & 23 – COUNCIL MEETINGS

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

OCTOBER 14 – COUNCIL MEETING

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

NOVEMBER 18 – COUNCIL MEETING

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

DECEMBER 9 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 3 – Independence Day	December 25 – Christmas Day
January 19 – Martin Luther King Jr. Day	September 7 – Labor Day	
February 16 – Presidents Day	November 11 – Veterans Day	
April 3 – Good Friday	November 26-27 – Thanksgiving Holidays	
May 25 – Memorial Day	December 24 – Christmas Eve	

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 13, 2025, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Minutes from the August 13, 2025, City Council meeting.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the minutes from the August 13, 2025, City Council meeting.

ATTACHMENTS:

[8-13-2025 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES

August 13, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, August 13, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Administrative Services Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Lead Pastor Matt Ennis with Westside Christian Church.

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

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

PROCLAMATIONS:

- a) Legislative: Clarence Love Sr. Day

Councilwoman Coachman accepted the proclamation and spoke highly of Mr. Love's contributions to the community.

PRESENTATIONS:

- a) Legislative: Realize Bradenton Update

Karen Corbin, Executive Director with Realize Bradenton, presented an update on events and outreach to the community for the past year.

CITIZEN COMMENTS:

Ceceilia Hernandez, 3618 1st Avenue West, requested that Council change the zoning for the Village of the Arts to T4-O to better reflect the arts-driven mixed-use character.

Kenneth Bolles, 1007 18th Street West, voiced concerns with the Building and Permitting departments.

Annie Russini, 1001 11th Avenue West, also requested the zoning change for the Village of the Arts to T4-O.

Preston Whaley, 1122 22nd Street West, made complaints about loud live music. He said that he notified the Police Department and requested that the officers have more training on how to operate decibel readers.

CONSENT AGENDA:

- a) Administrative Services: Modification to Subgrant Agreement with the Florida Division of Emergency Management (FDEM) for the Hurricane Loss Mitigation Program (HLMP)
- b) Administrative Services: Resolution 25-57 - Subordination of State Housing Initiatives Partnership (SHIP) Rehabilitation Loan #648
- c) Administrative Services: Resolution 25-72 - 2025-26 Community Block Development Grant (CDBG) Annual Action Plan
- d) Administrative Services: Resolution Number 25-75 - State Housing Initiatives Partnership (SHIP) Loan Approval
- e) Administrative Services: Resolution 25-77 - 2023-26 Local Housing Assistance Plan (LHAP) Strategy Code Correction
- f) City Administration: Public Art Mural in City Hall
- g) City Administration: Resolution 25-76 - Revised Inventory List of Surplus Property
- h) City Administration: Sovereignty Submerged Lands Lease Renewal for Twin Dolphin Marina
- i) Clerk: Minutes from the July 23, 2025, City Council Meeting
- j) Event Review Committee: Music in the Park
- k) Event Review Committee: September 11th Tribute to Heroes
- l) Legal: Opioid Litigation - Proposed Participation in up to Nine Additional Defendant Settlements
- m) Legal: Opioid Litigation - Proposed Settlement with Purdue Pharma and Sackler Family
- n) Police: FY 2024 Edward Byrne Memorial Assistance Justice Grant (JAG)
- o) Police: Interlocal Agreement (ILA) with Manatee County for Outreach Case Manager ILA with Manatee County for Outreach Case Manager
- p) Police: Pedestrian and Bicycle High Visibility Enforcement (HVE) Subgrant Agreement
- q) Public Works & Utilities: Budget Adjustment BA25-08
- r) Public Works & Utilities: Work Assignment for City Centre Concept Design for Water Improvements
- s) Public Works & Utilities: Work Assignment for Sidewalk Replacement on 6th Avenue West between Virginia Drive and 22nd Street West
- t) Purchasing: Agreement PB-25-021NT with B & E Signal and Lighting, Inc.
- u) Purchasing: Agreement PB-25-038NT with Cintas Corporation No. 2
- v) Purchasing: Notice of Recommended Award (NORA) for IFB 25-019NT Pavement Marking and Striping Services
- w) Purchasing: Notice of Recommended Award (NORA) for RFP 25-010NT Real Estate Brokerage Services
- x) Purchasing: Second Contract Extension of PB-22-048NT with Ten-8 Fire & Safety, LLC.
- y) Purchasing: Second Contract Extension of PB-23-003NT with MES Service Company, LLC.
- z) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - East Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnsapes
- aa) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - West Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnsapes
- ab) Purchasing: Term Contract for Traffic Sign Replacement Services with Stipe A Lot of America II, Corp.

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) City Administration: RESOLUTION 25-66 - PUBLIC HEARING

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

Rob Perry, City Administrator, explained that Resolution 25-66 would designate the newly purchased Tropicana property as a brownfield area with the State of Florida. The designation, he continued, aimed to facilitate any necessary remediation on the property.

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

MOTION TO APPROVE RESOLUTION 25-66 was made by Councilwoman Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

b) Planning & Community Development: ORDINANCE 4062 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Jamie Schindewolf, Senior Planner, explained that the City purchased and annexed the subject property. She said the proposed future land use was industrial, which was a continuation of the designation assigned to adjacent property within the City's jurisdiction.

Staff Report:

"This application was submitted with a concurrent application to designate the property with the Industrial Zoning classification. The Industrial zoning classification allows uses that align with those mentioned in the description of the Industrial Future Land Use classification. Industrial zoning and Industrial future land use are highly compatible. On June 18, 2025, Planning Commission voted unanimously to recommend approval of the Industrial future land use designation."

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

MOTION TO APPROVE ORDINANCE 4062 was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

Ms. Schindewolf explained that the City purchased and annexed the subject property. She said the proposed future land use was Industrial, which is a continuation of the designation assigned to adjacent property within the City's jurisdiction.

Staff Report:

"Because the intended future uses are those that fall under permitted per the use schedule in the Land Use Regulations, this designation is consistent with the purpose and intent of the LURs. On June 18, 2025, Planning Commission voted unanimously to recommend approval."

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

MOTION TO APPROVE ORDINANCE 4063 was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 5-0.

d) Planning & Community Development: Quasi-Judicial: RESOLUTION 25-67 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0005 TO PERMIT A DOCK AS AN ACCESSORY USE FOR PROPERTY LOCATED AT 1720 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID NO 3370100004), IN THE UV URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Schindewolf explained that the applicants of the property located at 1720 Manatee Avenue West submitted a Special Use Permit application to allow for a dock to be located at the subject property. She noted that on May 28, 2025, the City Council passed Ordinance 4059, amending the Land Use Regulations to add docks and piers as a Special Use in the Urban Village zoning district, which required Council approval.

Staff Report:

"Overall, the requested use meets the criteria for Special Use Permit approval as found in the Land Use Regulations. On July 19, 2025, the Planning Commission voted unanimously to recommend approval, with a revision to the resolution title that specified that the dock was to be an accessory use only. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public."

Adam and Kathleen LaFavre, applicants, approached the podium and explained that the dock would be consistent with other docks in the area.

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

MOTION TO APPROVE RESOLUTION 25-67 was made by Councilwoman Coachman and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

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

- a) Administration: Emergency Procurement Report

Mr. Perry reported that there was an emergency purchase for a water main repair on 8th Avenue West.

- b) Legislative: Election of Vice Mayor

Councilwoman Barneby suggested nominating the Second Vice Mayor, Councilwoman Lisa Gonzalez Moore, for Vice Mayor.

MOTION TO NOMINATE COUNCILWOMAN GONZALEZ MOORE AS VICE MAYOR was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

MOTION TO NOMINATE COUNCILWOMAN BARNEBEY AS SECOND VICE MAYOR was made by Vice Mayor Gonzalez Moore and seconded by Councilwoman Kocher. The motion passed 5-0.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Barnebey spoke about the passing of Mr. Love and the importance of his contributions to the community.

Councilman Schuessler said he was honored to serve on City Council.

Vice Mayor Gonzalez Moore announced that she was scheduled to attend the Florida League of Cities conference on August 14 to 16 and thanked Lance Williams, Chief Operating Officer, for the tour of phase one of the 2nd Avenue streetscape project.

Councilwoman Kocher Back wished all students a successful and safe school year and reiterated her support for speed cameras in school zones. She announced that the Executive Director of the Sarasota Bay Estuary Program, David Tomasko, Ph.D., would present the results from the additional water testing at a future City Council meeting.

Councilwoman Coachman announced that school was back in session and was proud that the City kept the speed cameras in school zones after Manatee County deactivated theirs. She spoke highly of Mr. Love and said he endorsed her when she ran for City Council.

DEPARTMENT HEAD REPORTS:

Josh Cramer, Police Chief, announced that a promotional ceremony was scheduled for August 28, 2025, at 2:00 p.m. at the Chips Shore Historic Courtroom, and the ribbon cutting for the Dr. Janet Pullen S.T.E.A.M. Center was scheduled for 5:30 p.m. at St. Stephen's Episcopal School on August 22, 2025.

Chief Cramer announced that officers escorted the children of Officer Zachary Butterfield to school on the first day following his tragic suicide. He urged all first responders to seek help if they are having thoughts of suicide.

Mayor Brown spoke about the alarming rate of suicide by first responders and the importance of reaching out for help. He felt that suicide and mental health were not addressed enough, and people need to know they are not alone. Chief Cramer stated that more officers die by suicide than in the line of duty.

Tim Geer, Fire Chief, said the suicide rates among first responders were very unfortunate, and he was working with Chief Cramer to discuss ideas on how they could strengthen both departments by offering more programs to those that may need it.

Robin Singer, Planning and Community Development Director, announced that her department was working with those that spoke during citizen comment. She suggested that a workshop should be held regarding the event venues that are operating in various parts of the City.

The meeting was recessed at 9:58 a.m. and reconvened at 11:00 a.m.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS – CONTINUED

- e) Planning & Community Development: ORDINANCE 4035 - SECOND READING AND PUBLIC HEARING - TIME CERTAIN AT 11:00 AM

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, OBJECTIVE 1.5.2, HURRICANE EVACUATION ZONE; AMENDING THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT, OBJECTIVE 5.3, COASTAL AREA DEVELOPMENT, POLICY 5.3.1, COASTAL HIGH HAZARD AREA AND POLICY 5.3.2, CONSERVATION ZONE; ADDING A NEW POLICY 5.3.1.1 AND POLICY 5.3.1.2 TO THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT RELATED TO COMPREHENSIVE PLAN AMENDMENTS WITHIN THE COASTAL HIGH HAZARD AREA; AMENDING THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT, POLICY 6.2.1, COASTAL DENSITY AND INTENSITY, AND POLICY 6.2.5, PRIORITY HURRICANE EVACUATION ZONES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Singer explained that the Comprehensive Plan prohibits an increase in density in the Coastal High Hazard Area, and the petitioners requested a change to allow for changes. She added that staff were

in support of the amendment, as it was consistent with state statutes. If approved, she continued, the change would allow for Future Land Use Map amendments that could increase the density of the Coastal High Hazard Area, provided that the property owner and City Council agree to a binding development agreement prior to or concurrent with the map amendment.

She announced that the ordinance was transmitted to state agencies for review after the first reading, and no objections were made.

Staff Report:

"The Planning Commission heard this request at their January 15, 2025, meeting and voted 4-0 to recommend approval. City Council heard Ordinance 4035 on First Reading on February 12, 2025, and authorized staff to transmit this amendment to the State under the expedited review process. The City received no objections from the responding agencies. The State Bureau of Community Planning and Growth provided a letter of no comment or objection dated March 17, 2025. The City is required to adopt the amendment on Second Reading within 180 days of the Bureau's letter."

Patricia Petruff, with Dye Harrison Knowles Kirkland Pratt and DePaola, PLLC, and an agent for the petitioner, approached the podium. She explained that the existing density for the property was changed through a citywide Comprehensive Plan amendment on an unknown date in the past, and she did not believe that notice was given for that change.

Katie LaBarr, Project Manager with Stantec and agent for the petitioner, reiterated that the primary purpose and goal was a Comprehensive Plan text amendment to preserve an institution that had been prominent for over 70 years. She felt that it was important to protect the historically built density of the Westminster campus and to reinvest in redevelopment efforts. She continued that through redevelopment, new buildings could be constructed to meet state building codes and adhere to Florida's green building standards. She concluded that any new development would be resilient and resistant to any future natural disasters.

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

Those that were in support of Ordinance 4035:

- Sharon Hillstrom, President, and CEO of the Bradenton Area Economic Development Corporation
- Carl Callahan, 114 25th Street West
- Dino Silvestrini, 822 117th Street East
- Tony Teasdale, 22nd Street West
- Margaret Daniel, 1700 3rd Avenue West, Apartment 819
- Barbara Barlo, 4440 Ironwood Circle
- Leslie Mura, 7201 11th Avenue West
- Michael Nolan, 1650 1st Avenue West
- Sarah Murphy, 222 12th Street West
- Ruth Robinson, Manatee County
- Richard Gross, Westminster Bradenton
- Mary Peterson, 1533 4th Avenue West
- Penny Bray, 1700 3rd Avenue West, Apartment 822

- Steve Palma, 1510 1st Avenue West
- Laura Hillier, Westminster Bradenton
- Gail Gaddis, 1700 3rd Avenue West
- Brian Parks, Parrish
- Margaret "Marty" Moyer, 222 12th Street West
- Jim Polaski, Westminster Bradenton
- Sean Robinson, Westminster Bradenton

Those that were in opposition of Ordinance 4035:

- Jono Miller, 4535 45th Street, Sarasota
- Julie Ellis, 1603 1st Avenue West
- Claire Ward, 1609 1st Avenue West
- Donna Mathias, 1600 1st Avenue West, received 10 minutes to speak on behalf of a group.
- Jane Graham Esq. with Sunshine City Law located at 737 Main Street, Safety Harbor, received 10 minutes to speak on behalf of a group.
- Noreen Roberts, 1925 Riverview Boulevard
- Glenn Compton, Chairman, ManaSota-88, Inc.

The public hearing was closed.

Following discussion among councilmembers, Scott Rudacille, City Attorney, explained that Ordinance 4035 would allow the City Council to consider applications to amend the Future Land Use Map to increase density within the Coastal High Hazard Area. He clarified that Ordinances 4036 and 4037 were intended to memorialize the Mitigation Plan.

Ms. Petruff explained that the density increase would only affect 11 acres of the Westminster property, as the density for the rest of the project was in place for many years. She added that the density on the 11-acre parcel was 36 dwelling units per acre, and the density they were requesting for the 15.95-acre parcel was 34 dwelling units per acre. She concluded that Westminster had a protocol and plan in place for residents to be evacuated during an emergency.

MOTION TO APPROVE ORDINANCE 4035 was made by Councilwoman Kocher and seconded by Vice Mayor Gonzalez Moore. The motion passed 5-0.

The meeting was recessed at 1:30 p.m. and reconvened at 2:30 p.m.

- f) Planning & Community Development: ORDINANCE 4036 - SECOND READING AND PUBLIC HEARING - TIME CERTAIN AT 11:00 AM

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AMENDMENT TO THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP; CHANGING THE FUTURE LAND USE DESIGNATION FROM HIGH DENSITY RESIDENTIAL TO URBAN CENTRAL BUSINESS DISTRICT FOR PROPERTIES TALLING APPROXIMATELY 15.85 ACRES GENERALLY LOCATED WEST OF 15TH STREET WEST, NORTH OF MANATEE AVENUE WEST AND BOUNDED BY WARES CREEK AND THE MANATEE RIVER (PARCEL ID # 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000) AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED "EXHIBIT A";

SUBJECT TO A BINDING DEVELOPMENT/MITIGATION PLAN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Singer explained that the proposed Comprehensive Plan map amendment was dependent upon the Comprehensive Plan text amendment to meet the standards found in Florida statutes. She said the Urban Central Business District (UCBD) allowed a broader array of uses and would allow for densities up to 40 units per acre, compared to 20 units per acre allowed under the High Density Residential (RESHIGH) designation.

Staff Report:

"The Planning Commission heard this request at the January 15, 2025, meeting. A motion to approve failed on a 2-2 vote. City Council heard this request at the February 12, 2025, meeting and passed it on First Reading. Second Reading was delayed to allow the processing of the text amendment to the Comprehensive Plan that will make this map amendment possible."

g) Planning & Community Development: Quasi-Judicial: ORDINANCE 4037 - SECOND READING AND PUBLIC HEARING - TIME CERTAIN AT 11:00 AM

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T4-O (GENERAL URBAN – OPEN) and T4-R (GENERAL URBAN – RESTRICTED) TO T-5 (URBAN CENTER) FOR PROPERTY TOTALING APPROXIMATELY 15.85 ACRES GENERALLY LOCATED WEST OF 15TH STREET WEST, NORTH OF MANATEE AVENUE WEST, AND BOUNDED BY WARES CREEK AND THE MANATEE RIVER (PARCEL ID#s 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059), AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Singer announced that the rezoning was dependent upon the Comprehensive Plan text amendment and Comprehensive Plan map amendment to maintain consistency with the Comprehensive Plan. She said the T-5 (Urban Center) zoning district was similar but slightly more lenient than the T4-O (General Urban Open) district, which allows hotels as a permitted use. She added that the T4-O district also allows convention centers, conference centers, auto sales, and hospitals as special uses. The T4-O district allows up to six stories, and the T-5 district allows up to 12 stories, subject to incentives for LEED certification. She concluded that the tallest structure currently on the campus was 11 stories.

Staff Report:

"Staff finds the proposed rezoning consistent with the overall goals, objectives, and policies of the Comprehensive Plan and the intent of the Form Based Code. The Planning Commission heard this request at the January 15, 2025, meeting. A motion for approval failed on a vote of 2-2. Minutes from that meeting are included in the package. City Council reviewed this request on First Reading at the February 12, 2025, meeting. If approved, this will become effective after the effective date of Ordinances 4035 and 4036."

Ms. Petruff announced that the updated legal description was submitted to staff. Ms. LaBarr explained that the application before them was for adoption of the Comprehensive Plan Future Land Use Map

Amendment. She presented information on the property and said the amendment would ensure redevelopment at or near the existing density. The proposal, she continued, was to amend the Future Land Use Map from High Density Residential to Urban Central Business District. Ms. LaBarr explained key points in the Development Agreement, which included traffic management and water and sewer infrastructure upgrades.

Chris Wickberg, Vice President of Design and Construction with Westminster Communities of Florida, presented a conceptual plan that included construction traffic and emergency access to the property.

Ms. LaBarr felt that the rezoning referenced in Ordinance 4037 was more appropriate for a large-scale redevelopment. She provided a conceptual rendering of the proposed project.

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

Those that were in support of Ordinances 4036 and 4037:

- Toni Teasdale, 222 12th Street West, Apartment 213
- Ruth Robinson, 1700 3rd Avenue West, Apartment 1030
- Jo Ann Lovell, 1700 3rd Avenue West, Apartment 222
- Kendall Taylor, 222 2nd Street West, Apartment 212
- Barbara Barlo, 4440 Ironwood Circle
- Gertrud Clarke, 1700 3rd Avenue West, Apartment 716
- Mark Redurers, 3907 16th Avenue West
- Brian Parks, 2910 Wilderness Boulevard East
- Jim Pulaski, 5304 Bay State Road, Palmetto

Those that were in opposition of Ordinances 4036 and 4037:

- Noreen Roberts, 1925 Riverview Boulevard
- Constance Frazier, 1510 1st Avenue West, Apartment 205, received 10 minutes to speak on behalf of a group.
- Jane Graham Esq. with Sunshine City Law located at 737 Main Street, Safety Harbor, received 10 minutes to speak on behalf of a group.
- Michael Nolan, 1650 1st Avenue West, Apartment 401
- Tom Holtkamp, 1600 1st Avenue West, Apartment 301
- Donna Mathias, 1600 1st Avenue West, received 10 minutes to speak on behalf of a group.
- Susan Miller Kelly, 2412 45th Court West
- James Park, 117 North 18th Street West
- Clair Ward, 1609 1st Avenue West

The public hearing was closed.

Should Council approve the ordinances, Attorney Rudacille recommended including subject verification of the legal description and acreage in the motions.

Ms. Petruff clarified that the request was to preserve the density on the site and to ensure the buildings would conform to the code. She added that if the ordinances were approved, she anticipated the project would take at least two to three years to build.

MOTION TO APPROVE ORDINANCE 4036 SUBJECT TO VERIFICATION OF THE LEGAL DESCRIPTION AND ACREAGE AND TO AUTHORIZE THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT was made by Councilman Schuessler and seconded by Councilwoman Kocher.

Vice Mayor Gonzalez Moore expressed the opinion that the parcel ought to have a special district rather than undergo rezoning.

The motion passed 4-1. Vice Mayor Gonzalez Moore voted no.

MOTION TO ADOPT ORDINANCE 4037 SUBJECT TO VERIFICATION OF THE LEGAL DESCRIPTION AND ACREAGE was made by Councilman Schuessler and seconded by Councilwoman Kocher. The motion passed 4-1. Vice Mayor Gonzalez Moore voted no.

Mayor Brown thanked the public for being cordial and participating in the meeting.

The meeting was adjourned by Mayor Gene Brown at 4:47 p.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 24, 2025, City Council Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Minutes from the September 24, 2025, City Council Budget Hearing.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the minutes from the September 24, 2025, City Council budget hearing.

ATTACHMENTS:

[9-24-2025 City Council Budget Hearing Minutes](#)

CITY OF BRADENTON
CITY COUNCIL BUDGET MEETING MINUTES
September 24, 2025
5:01 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Wednesday, September 24, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Brian Thiers, Assistant Police Chief; Tim Geer, Fire Chief; Irvin Lee, Public Works and Utilities Director; Robin Singer, Planning and Community Development Director; Nilsa Taylor, Administrative Services Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Brown called the meeting to order at 5:01 p.m.

Tamara Melton, City Clerk, read the following for the record:

- The name of the taxing authority: City of Bradenton
- The rolled-back rate: 5.6058
- The percent increase over the rolled back rate: 1.86%
- The millage rate to be levied: 5.7101

RESOLUTION 25-87 - SECOND PUBLIC HEARING

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO, THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

RESOLUTION 25-88 - SECOND PUBLIC HEARING

A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2025-26; AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened for both resolutions. Those that wished to speak were invited to the podium and no one came forward.

MOTION TO APPROVE RESOLUTION 25-87 was made by Vice Mayor Gonzalez Moore and seconded by Councilwoman Kocher. The motion passed 5-0.

MOTION TO APPROVE RESOLUTION 25-88 was made by Councilwoman Coachman and seconded by Councilwoman Schuessler. The motion passed 5-0.

CLOSING REMARKS:

Lance Williams, Chief Operating Officer, thanked all the City staff that worked diligently to create the fiscal year 2025-26 budget.

Mayor Brown adjourned the City Council meeting at 5:04 p.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 10, 2025, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Minutes from the September 10, 2025, City Council meeting.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the minutes from the September 10, 2025, City Council meeting.

ATTACHMENTS:

[09-10-2025 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES

September 10, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, September 10, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Administrative Services Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

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

Mayor Gene Brown called the meeting to order at 8:31 a.m.

PROCLAMATIONS:

- a) Legislative: Tribute to Heroes Day

Fire Chief Tim Geer appreciated the attention given to the tragic events that happened on September 11, 2001.

Police Chief Josh Cramer thanked Council and the Mayor for the proclamation. He reflected about visiting the Flight 93 National Memorial in Pennsylvania.

PRESENTATIONS:

- a) Legislative: Source Identification Study on Bacteria in Palma Sola Bay

David Tomasko Ph.D., Executive Director of the Sarasota Bay Estuary Program, presented the preliminary results for the Source Identification Study, which included an Ecosystem Health Report Card for Sarasota Bay. The report card began in 2006 and ended in 2024, and Dr. Tomasko noted that Palma Sola Bay ranked as "excellent conditions" except in 2007 and 2012. Those years, he continued, Palma Sola Bay ranked as having "good conditions."

Dr. Tomasko said there were concerns from the public about whether horseback riding posed a risk to the health of Palma Sola Bay. He said that the bigger issue was pathogens that would include bacteria that could make humans sick. He concluded that Palma Sola Bay was well below the state of Florida's adopted water quality standard.

Mayor Brown announced that the horseback riding operators agreed to cease operations for one month so that the water may be tested again.

Rob Perry, City Administrator, introduced principals with Woodard and Curran, which included Alyson Watson, CEO; Chaly Joy Moyan, Chief Strategy Officer; Brian Bzdawka, President of Operations; and Ryan Watson. Ms. Watson explained that Woodard & Curran was contracted to assist in the operations at the Wastewater Treatment Plant. She then spoke highly about the City's Face It and Fix It program.

Mr. Perry announced that Craig Keys, Public Works Manager, would be retiring after 18 years of service. Mr. Keys spoke fondly about working for the City since 2007.

CITIZEN COMMENTS:

Carman Hansen, representing C Ponies, voiced concerns that horseback riding was being blamed for potentially affecting the water quality in Palma Sola Bay.

Michael Cappala, 1516 11th Street West, voiced concerns about vagrants inhabiting buildings that were condemned or abandoned in the Village of the Arts. He thanked Police Chief Cramer for the additional resources, and he requested that Code Enforcement perform random checks on the property.

The meeting was recessed at 10:21 a.m. and reconvened at 10:33 a.m.

CONSENT AGENDA:

- a) Administrative Services: Resolution 25-78 - Community Development Block Grant-Coronavirus (CDBG-CV) for Community Coalition on Homelessness
- b) Administrative Services: Resolution 25-79 - Community Development Block Grant-Coronavirus (CDBG-CV) for MCR Health, Inc.
- c) Administrative Services: Resolution 25-80 - 2025-26 Hurricane Loss Mitigation Program (HLMP) Agreement Number B0252
- d) Administrative Services: Resolution 25-82 - 2025 State Housing Initiatives Partnership (SHIP) Annual Report
- e) Event Review Committee: Bradenton Alive Halloween Celebration
- f) Event Review Committee: Lucky Ducky Race for Pace
- g) Event Review Committee: Realize the Night
- h) Legislative: Keep Manatee Beautiful Adopt-a-Road Litter Removal Agreement
- i) Legislative: Resolution 25-83 - Police Pension Board Reappointment
- j) Legislative: Resolution 25-89 - Bradenton Housing Authority Appointment
- k) Police: Budget Adjustment BA25-10
- l) Police: Forfeiture Funds Expense Request
- m) Police: Forfeiture Funds Expense Request
- n) Public Works & Utilities: Budget Adjustment BA25-11
- o) Public Works & Utilities: Grant Agreement L0154 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility Off-Line Storage Pond
- p) Public Works & Utilities: Reimbursement Agreement for the 23rd Street East Extension Project
- q) Purchasing: Contract for Real Estate Brokerage Services with The Urban Group, Inc.

- r) Purchasing: Third Contract Extension for R Grade Anhydrous Ammonia with Airgas Specialty Products, Inc.

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS: None

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

- a) City Administration: Sugg Development - Local Government Contribution

Joe Chambers with Fortis Development explained that Fortis Development collaborated with the Bradenton Housing Authority (BHA) to act as BHA's co-developer in the redevelopment of the Sugg Development. He said that Fortis and the BHA intended to apply to the Florida Housing Finance Corporation (FHFC) for 9% tax credits, with a primary focus on the Local Government Areas of Opportunity Funding Goal (LGAO).

He requested that the City support the redevelopment in the form of a commitment for a soft-pay loan or grant in the amount of \$460,000. In turn, councilmembers spoke about their support of the redevelopment.

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE NECESSARY DOCUMENTS REQUIRED BY THE FLORIDA HOUSING FINANCE CORPORATION TO REFLECT THE SUPPORT OF THE CITY OF BRADENTON FOR THE REDEVELOPMENT OF THE SUGG DEVELOPMENT IN THE FORM OF A LOAN was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

- b) Fire: Fire Engine Purchase Approval

Chief Geer requested authorization to purchase an Enforcer 100' Ascendant Tower vehicle. He said Pierce was anticipated to increase the price once more after October 31, 2025, as the price had increased by \$185,000 since June of 2024. He clarified that the vehicle would require approximately four years to build and that the cost would be allocated in Fiscal Year 2029-30.

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE PROPOSAL WITH TEN-8 FIRE & SAFETY REGARDING THE LADDER TRUCK AS PRESENTED was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

- c) City Administration: Census Population Estimate

Mr. Perry presented a letter from the University of Florida relating to a preliminary estimate of the population in the City of Bradenton as of April 1, 2025. While he believed that the population increase was higher, the notice indicated the population increased 2,771 from April 1, 2020, to April 1, 2025.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Kocher expressed her concern about anxiety in the country and the excessive rhetoric on social media. While we have disagreements in this country, she continued, let us all try to channel that energy into positivity.

Councilwoman Barnebey offered her condolences to the family of Reverend Johnn Searles due to his recent passing and spoke highly about his contributions to the community.

Councilman Schuessler recognized the proclamation about September 11, 2001, and paid respect to everyone that lost their lives or their loved ones that day. He said the silver lining after the event was that we all learned to respect one another no matter what race or culture.

Vice Mayor Gonzalez Moore said she appreciated the work councilmembers were doing, even if they disagreed sometimes.

Councilwoman Coachman urged residents to watch the meeting video to see the extensive research and work that was underway for the City's water system. She also thanked councilmembers for supporting the SUGG redevelopment and announced that a new interim Executive Director for the Bradenton Housing Authority would be appointed following the retirement of Ellis Mitchell.

Mayor Brown spoke about the family dynamic of the councilmembers and how they work together to get things done.

DEPARTMENT HEAD REPORTS:

Chief Cramer announced that officers were tasked with targeting 14th Street West to reduce crime in that area. He then thanked the Knights of Columbus from Our Lady of the Angels Catholic Church for the invitation to the First Responders Mass.

Robin Singer, Planning and Community Development Director, updated councilmembers about code enforcement issues and said Cottonmouth Southern Soul Food filed an appeal. She announced that the matter may come before Council at a future workshop.

The meeting was adjourned by Mayor Gene Brown at 11:38 a.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025
SUBMITTED BY: Linda Guth, Finance
ITEM TYPE: Budget Adjustment
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Budget Adjustment BA25-12
SUGGESTED ACTION: Approve Budget Adjustment BA25-12

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

4th Quarter Budget Adjustments

FINANCIAL IMPACT:

Use of cash carry forward of \$988,501.00 in General Fund, decrease in cash carry forward of \$1,923,9423.00 in Infrastructure Fund 408, decrease of reserve for contingencies of \$79,500.00 in Spring Training Fund 306 and decrease of reserve for contingencies of \$30,175.00 in Golf Course Fund 490.

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve Budget Adjustment BA25-12.

ATTACHMENTS:

[Budget Adjustment BA25-12](#)

RESOLUTION NUMBER BA25-12

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

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

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

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

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than \$10,000, for the purpose of 4th Quarter Adjustments.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA,
WITH A QUORUM PRESENT AND VOTING ON THIS 8th DAY OF OCTOBER 2025.

Gene Brown, Mayor

ATTEST:

Tamara Melton, City Clerk

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 9/29/2025

Budget Adjustment #: BA25-12

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

Explanation for Adjustment: 4th Quarter adjustments

Please provide the account number and the line item description for each transaction.

For example: Account Number: 00151940 546200

Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00101 311100

Line item description: Ad Valorem

Increase (in \$): 800,000.00

Decrease (in \$):

Account Number: 00101 314100

Line item description: Electric-Utility Svc Tax

Increase (in \$): 1,000,000.00

Decrease (in \$):

Account Number: 00101 361100

Line item description: Interest Earnings

Increase (in \$): 1,000,000.00

Decrease (in \$):

Account Number: 00101 364290

Line item description: Land-Disp of Fixed Assets

Increase (in \$): 1,100,000.00

Decrease (in \$):

Account Number: 00102 351530 Szsaf

Line item description: School Zone Safety Program

Increase (in \$):

Decrease (in \$): 2,000,000.00

Account Number: 00102 351540 Szsaf

Line item description: School Crossing Guard Program

Increase (in \$):

Decrease (in \$): 285,000.00

Account Number: 00103 331200 Dui25

Line item description: Driving Under the Influence Grant

Increase (in \$): 15,000.00

Decrease (in \$):

Account Number: 00103 331200 Hve25

Line item description: High Visibility Enforcement Grant

Increase (in \$): 12,906.00

Decrease (in \$):

Account Number: 00103 331200 Jagrf

Line item description: Justice Assistance Grant

Increase (in \$): 36,000.00

Decrease (in \$):

Account Number: 00103 334200 Elder

Line item description: Elder Fraud Prevention Grant

Increase (in \$): 10,000.00

Decrease (in \$):

Account Number: 00103 334200 Fdem

Line item description: Federal Emergency Management Grant

Increase (in \$): 125,000.00

Decrease (in \$):

Account Number: 00105 369150
Line item description: Cash Carryforward

Increase (in \$): 988,501.00 Decrease (in \$):

Account Number: 00151100 534000
Line item description: Contractual Services

Increase (in \$): 66,000.00 Decrease (in \$):

Account Number: 00151100 548000
Line item description: Promotional Activities

Increase (in \$): 52,000.00 Decrease (in \$):

Account Number: 00151200 544200
Line item description: Rentals & Leases

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

Account Number: 00151200 549400
Line item description: Property Tax Charges

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

Account Number: 00151220 534000
Line item description: Contractual Services

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

Account Number: 00151220 552300
Line item description: Gear/Uniform Supplies

Increase (in \$): 12,050.00 Decrease (in \$):

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

Increase (in \$): Decrease (in \$): 33,800.00

Line item description: Bank Fees

Increase (in \$):

Decrease (in \$):24,000.00

Account Number:00151300 555000

Line item description: Education/Training

Increase (in \$):

Decrease (in \$):2,600.00

Account Number: 00151310 531000

Line item description: Legal Fees

Increase (in \$):182,000.00

Decrease (in \$):

Account Number: 00151310 534000

Line item description: Contractual Services

Increase (in \$):

Decrease (in \$):20,000.00

Account Number:00151310 555100

Line item description:Employee Training

Increase (in \$):

Decrease (in \$):63,000.00

Account Number: 00151330 534000

Line item description: Contractual Services

Increase (in \$):52,489.00

Decrease (in \$):

Account Number: 00151330 540100

Line item description: Travel & Per Diem

Increase (in \$):

Decrease (in \$):2,000.00

Account Number: 00151330 564000

Line item description: Mach & Equip-Capital Outlay

Increase (in \$):

Decrease (in \$):48,739.00

Account Number: 00151900 512000
Line item description: Salaries & Wages

Increase (in \$): Decrease (in \$):109,000.00

Account Number:00151900 534000
Line item description:Contractual Services

Increase (in \$): 28,000.00 Decrease (in \$):

Account Number: 00151910 544200
Line item description: Rentals & Leases

Increase (in \$):85,000.00 Decrease (in \$):

Account Number:00151900 546200
Line item description:Equip Repair & Maint

Increase (in \$): 78,000.00 Decrease (in \$):

Account Number: 00151910 564000
Line item description: Mach & Equip-Capital Outlay

Increase (in \$): Decrease (in \$):5,788.00

Account Number: 00151940 544200
Line item description: Rentals & Leases

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

Account Number:00151940 551100
Line item description: Equip Under 5000

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

Account Number: 00151940 552300
Line item description: Gear/Uniform Supplies

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

Line item description: Medical Fees

Decrease (in \$):13,000.00

Line item description:Other Operating Supplies

Decrease (in \$):

Line item description: Rentals & Leases

Decrease (in \$):

Line item description: Other Operating Supplies

Decrease (in \$):10,000.00

Line item description: Contractual Services

Decrease (in \$):

Line item description: Rentals & Leases

Decrease (in \$):

Line item description: Equip under 5000

Decrease (in \$):6,000.00

Line item description: Contractual Services

Decrease (in \$):

Line item description: Contr Svs-Cry Wolf

Decrease (in \$):10,025.00

Line item description:Vehicle Repair & Maint

Decrease (in \$):

Line item description: Equip under 5000

Decrease (in \$):

Line item description: Gear/Uniform Supplies

Decrease (in \$):30,000.00

Line item description: Contractual Services

Decrease (in \$):30,000.00

Line item description: Equip under 5000

Decrease (in \$):11,500.00

Line item description:Computer Equip under 5000

Decrease (in \$):58,000.00

Line item description: Overtime

Decrease (in \$):

Account Number: 00152180 514000 Hve25
Line item description: Overtime

Increase (in \$):8,000.00 Decrease (in \$):

Account Number:00152180 521000 Dui25
Line item description:City Fica Contribution

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

Account Number: 00152180 521000 Hve25
Line item description: City Fica Contribution

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

Account Number: 00152180 522100 Dui25
Line item description: City Pension Contribution

Increase (in \$):3,000.00 Decrease (in \$):

Account Number: 00152180 522100 Hve25
Line item description: City Pension Contribution

Increase (in \$):3,000.00 Decrease (in \$):

Account Number: 00152180 524000 Dui25
Line item description: Workers Compensation

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

Account Number:00152180 524000 Hve25
Line item description:Workers Compensation

Increase (in \$): 906.00 Decrease (in \$):

Account Number: 00152180 541000 Fdem
Line item description: Communication Services

Increase (in \$):995.00 Decrease (in \$):

Account Number: 00152180 547100 Elder
Line item description: Printing and Binding

Increase (in \$):10,000.00

Decrease (in \$):

Account Number:00152180 551100 Jag25
Line item description:Equip under 5000

Increase (in \$):

Decrease (in \$):10,000.00

Account Number: 00152180 551200 Jag25
Line item description: Computer Equip under 5000

Increase (in \$):10,000.00

Decrease (in \$):

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

Increase (in \$):36,000.00

Decrease (in \$):

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

Increase (in \$):124,005.00

Decrease (in \$):

Account Number: 00154100 534000
Line item description: Contractual Services

Increase (in \$):40,000.00

Decrease (in \$):

Account Number:00154100 543200
Line item description:Tonnage Charges

Increase (in \$):

Decrease (in \$):40,000.00

Account Number: 00156900 548000
Line item description: Promotional Activities

Increase (in \$):

Decrease (in \$):1,000.00

Account Number: 00157200 534000
Line item description: Contractual Services

Increase (in \$):145,000.00 Decrease (in \$):

Account Number:00157200 543200
Line item description:Tonnage Charges

Increase (in \$): 23,000.00 Decrease (in \$):

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

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

Account Number: 00157200 549000 15111
Line item description: Riverwalk Repair & Maint

Increase (in \$): Decrease (in \$):125,000.00

Account Number: 00157200 549000 15120
Line item description: Mineral Spring Park Repair & Maint

Increase (in \$): Decrease (in \$):48,000.00

Account Number: 00157200 549000 15122
Line item description: Norma Lloyd Park Repair & Maint

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

Account Number:00157300 534000
Line item description:Contractual Services

Increase (in \$): Decrease (in \$):8,000.00

Account Number: 00157300 552100
Line item description: Equip Fuel

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

Account Number: 00157300 552500
Line item description: Other Operating Supplies

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

Account Number: 00158100 591131
Line item description: Fund Transfer 131

Increase (in \$): Decrease (in \$):8,092.00

Account Number: 00158100 591132
Line item description: Fund Transfer 132

Increase (in \$): Decrease (in \$):128,257.00

Account Number: 00158100 591133
Line item description: Fund Transfer 133

Increase (in \$): Decrease (in \$):4,789.00

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

Increase (in \$):1,198,756.00 Decrease (in \$):

Account Number:00158100 591408
Line item description:Transfer to Fund 408

Increase (in \$): 961,971.00 Decrease (in \$):

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

Increase (in \$): Decrease (in \$): 153,675.00

Account Number: 12555471 583000 1210F
Line item description: CDBG Public Svs

Increase (in \$): Decrease (in \$):144,914.00

Account Number: 12555471 583000 1210J

Line item description: CDBG Acquisition

Increase (in \$):144,914.00

Decrease (in \$):

Account Number: 14502 322100

Line item description: Building Permits

Increase (in \$):36,000.00

Decrease (in \$):

Account Number: 14552430 534000

Line item description:Contractual Services

Increase (in \$): 36,000.00

Decrease (in \$):

Account Number: 18001 361100

Line item description: Interest Earnings

Increase (in \$):23,000.00

Decrease (in \$):

Account Number: 18002 325200 12300

Line item description: Special Assessments

Increase (in \$):2,000.00

Decrease (in \$):

Account Number:18003 334390 12300

Line item description:State Grant Shipp

Increase (in \$): 596,000.00

Decrease (in \$):

Account Number: 18055493 512000 12300

Line item description: Salaries & Wages

Increase (in \$):10,000.00

Decrease (in \$):

Account Number: 18055493 522000 12300

Line item description: City Retirement Contribution

Increase (in \$):2,000.00

Decrease (in \$):

Account Number: 18055493 523000 12300
Line item description: City Health Ins Contribution

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

Account Number: 18055493 583000 12302
Line item description: Shipp Rehab

Increase (in \$):460,000.00 Decrease (in \$):

Account Number:18055493 583000 12310
Line item description:Shipp Disaster Assistance

Increase (in \$): 115,000.00 Decrease (in \$):

Account Number: 18055493 583000 12311
Line item description: Shipp Emergency Repair

Increase (in \$):32,000.00 Decrease (in \$):

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

Increase (in \$):1,198,756.00 Decrease (in \$):

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

Increase (in \$): 170,000.00 Decrease (in \$):

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

Increase (in \$):275,000.00 Decrease (in \$):

Account Number: 18552500 546200 Miltn
Line item description: Equip Repair & Maint

Increase (in \$):5,575.00 Decrease (in \$):

Account Number: 18552500 546300

Line item description: Vehicle Repair & Maint

Increase (in \$):1,188.00

Decrease (in \$):

Account Number: 18552500 552500 Helen

Line item description: Other Operating Supplies

Increase (in \$):

Decrease (in \$):1,807.00

Account Number:18552500 563000 Debby

Line item description:Improvements-Capital Outlay

Increase (in \$): 662,000.00

Decrease (in \$):

Account Number: 18552500 563000 Miltn

Line item description: Improvements Capital Outlay

Increase (in \$): 56,000.00

Decrease (in \$):

Account Number: 18552500 564000 Miltn

Line item description: Mach & Equip Capital Outlay

Increase (in \$): 30,800.00

Decrease (in \$):

Account Number:19955495 583000 Hlm23

Line item description:2023 Hurricane Loss Mitigation

Increase (in \$):

Decrease (in \$):28,936.00

Account Number: 19955495 583000 Hlm25

Line item description: 2025 Hurricane Loss Mitigation

Increase (in \$):28,936.00

Decrease (in \$):

Account Number: 20905 381132 Db209

Line item description: Downtown CRA Transfer

Increase (in \$):367,417.00

Decrease (in \$):

Account Number: 20951700 571000 Db209

Line item description: Prinicpal Debt

Increase (in \$):180,000.00

Decrease (in \$):

Account Number: 20951700 572000 Db209

Line item description: Interest Debt

Increase (in \$):187,417.00

Decrease (in \$):

Account Number:30657510 563000

Line item description:Improvements-Capital Outlay

Increase (in \$): 79,500.00

Decrease (in \$):

Account Number: 30658100 599100

Line item description: Reserve for Contingencies

Increase (in \$):

Decrease (in \$):79,500.00

Account Number: 40202 343310

Line item description: Water Revenue

Increase (in \$):66,000.00

Decrease (in \$):

Account Number:40202 343320

Line item description:Water Tap Revenue

Increase (in \$): 30,000.00

Decrease (in \$):

Account Number: 40202 343330

Line item description: Water Revenue-Penalty

Increase (in \$):175,000.00

Decrease (in \$):

Account Number: 40202 343360

Line item description: Reclaimed Water Revenue

Increase (in \$):100,000.00

Decrease (in \$):

Account Number: 40202 343370
Line item description: Meter Test

Increase (in \$):140.00

Decrease (in \$):

Account Number: 40202 343510
Line item description: Sewer Revenue

Increase (in \$):200,000.00

Decrease (in \$):

Account Number:40203 334200 24Pln
Line item description:2024 Adaptation Plan

Increase (in \$): 120,000.00

Decrease (in \$):

Account Number: 40251210 531000 Wtrkp
Line item description: Legal Fees

Increase (in \$):510,000.00

Decrease (in \$):

Account Number:40251210 534000
Line item description:Contractual Services

Increase (in \$): 22,000.00

Decrease (in \$):

Account Number: 40251210 534000 24Pln
Line item description: Contractual Services

Increase (in \$):120,000.00

Decrease (in \$):

Account Number: 40251210 540100
Line item description: Travel & Per Diem

Increase (in \$):

Decrease (in \$):12,000.00

Account Number: 40251210 544200
Line item description: Rentals & Leases

Increase (in \$):23,000.00

Decrease (in \$):

Account Number: 40251210 546100
Line item description: Building Repair & Maint

Increase (in \$):82,000.00 Decrease (in \$):

Account Number:40251210 555000
Line item description:Education/Training

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

Account Number: 40253310 546200
Line item description: Equip Repair & Maint

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

Account Number:40253310 551100
Line item description:Equip under 5000

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

Account Number: 40253310 552500
Line item description: Other Operating Supplies

Increase (in \$):155,000.00 Decrease (in \$):

Account Number: 40253310 552500 Lcrr
Line item description: Other Operating Supplies

Increase (in \$): Decrease (in \$):155,000.00

Account Number: 40253310 555000
Line item description: Education/Training

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

Account Number: 40253320 531900
Line item description: Consultant Fees

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

Line item description: Contractual Services

Decrease (in \$):119,000.00

Line item description: Electricity Services

Decrease (in \$):50,000.00

Line item description: Building Repair & Maint

Decrease (in \$):25,000.00

Line item description: Other Operating Supplies

Decrease (in \$):

Line item description: Chemical Supplies

Decrease (in \$):800,000.00

Line item description: Road Materials & Supplies

Decrease (in \$):

Line item description: Books Pub & Subscriptions

Decrease (in \$):5,000.00

Line item description: Contractual Services

Decrease (in \$):

Account Number: 40253510 544200
Line item description: Rentals & Leases

Increase (in \$): Decrease (in \$):8,000.00

Account Number: 40253510 546200
Line item description: Equip Repair & Maint

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

Account Number:40253510 546300
Line item description:Vehicle Repair & Maint

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

Account Number: 40253510 551100
Line item description: Equip under 5000

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

Account Number: 40253510 552500
Line item description: Other Operating Supplies

Increase (in \$): 78,000.00 Decrease (in \$):

Account Number: 40253510 555000
Line item description: Education/Training

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

Account Number: 40253515 534000
Line item description: Contractual Services

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

Account Number:40253515 543000
Line item description:Electricity

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

Account Number: 40253515 544200
Line item description: Rentals & Leases

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

Account Number: 40253515 546100
Line item description: Building Repair & Maint

Increase (in \$): Decrease (in \$):48,000.00

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

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

Account Number: 40253515 548000
Line item description: Promotional Activities

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

Account Number: 40253515 549700
Line item description: Pre Storm Purchases

Increase (in \$): Decrease (in \$):750.00

Account Number: 40253515 549800
Line item description: Post Storm Purchases

Increase (in \$): Decrease (in \$):500.00

Account Number:40253515 551100
Line item description:Equip under 5000

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

Account Number: 40253515 552200
Line item description: Vehicle Fuel

Increase (in \$):16,000.00 Decrease (in \$):

Account Number: 40253515 552900
Line item description: Chemical Supplies

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

Account Number: 40253515 555000
Line item description: Education/Training

Increase (in \$): Decrease (in \$): 16,000.00

Account Number: 40253520 531900
Line item description: Consultant Fees

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

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in \$): 1,304,000.00 Decrease (in \$):

Account Number: 40253520 543000
Line item description: Electricity

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

Account Number: 40253520 544200
Line item description: Rentals & Leases

Increase (in \$): 260,000.00 Decrease (in \$):

Account Number: 40253520 546100
Line item description: Building Repair & Maint

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

Account Number: 40253520 546200
Line item description: Equip Repair & Maint

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

Account Number: 40253520 552900
Line item description: Chemical Supplies

Increase (in \$): Decrease (in \$):90,810.00

Account Number:40253520 554000
Line item description:Books Pub & Subscriptions

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

Account Number: 40253520 555000
Line item description: Education/Training

Increase (in \$): Decrease (in \$):8,000.00

Account Number: 40253600 534100
Line item description: Bank Fees

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

Account Number: 40253600 542000
Line item description: Freight & Postage

Increase (in \$): Decrease (in \$):8,000.00

Account Number:40253600 552200
Line item description:Vehicle Fuel

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

Account Number: 40253600 552500
Line item description: Other Operating Supplies

Increase (in \$): Decrease (in \$):3,000.00

Account Number: 40254110 531900
Line item description: Consultant Fees

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

Account Number:40254110 534000

Line item description:Contractual Services

Increase (in \$):

Decrease (in \$):187,000.00

Account Number: 40254110 544200

Line item description: Rentals & Leases

Increase (in \$):

Decrease (in \$):6,000.00

Account Number: 40254110 551100

Line item description: Equip under 5000

Increase (in \$):

Decrease (in \$):3,000.00

Account Number: 40254110 552500

Line item description: Other Operating Supplies

Increase (in \$):

Decrease (in \$):25,000.00

Account Number: 40258100 591820

Line item description: Transfer to Fund 416

Increase (in \$):200.00

Decrease (in \$):

Account Number:40805 369150

Line item description:Cash Carryforward

Increase (in \$):

Decrease (in \$):1,923,942.00

Account Number: 40805 381001

Line item description: Transfer from General Fund

Increase (in \$):961,971.00

Decrease (in \$):

Account Number: 40805 381460

Line item description: Transfer from Sanitation

Increase (in \$):961,971.00

Decrease (in \$):

Account Number:43002 343600
Line item description:Stormwater Revenue

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

Account Number: 43053810 534000
Line item description: Contractual Services

Increase (in \$): Decrease (in \$):51,600.00

Account Number: 43053810 544200
Line item description: Rentals & Leases

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

Account Number: 43053810 546200
Line item description: Equip Repair & Maint

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

Account Number: 43053810 546300
Line item description: Vehicle Repair & Maintenance

Increase (in \$):170,000.00 Decrease (in \$):

Account Number:43053810 552500
Line item description:Other Operating Supplies

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

Account Number: 43053810 552900
Line item description: Chemical Supplies

Increase (in \$): Decrease (in \$):1,400.00

Account Number: 43053810 554000
Line item description: Books Pub & Subscriptions

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

Account Number:46002 343411

Line item description:Garbage Revenue-Commercial

Increase (in \$): 961,971.00

Decrease (in \$):

Account Number: 46053400 512000

Line item description: Salaries & Wages

Increase (in \$):

Decrease (in \$):40,000.00

Account Number: 46053400 534000

Line item description: Contractual Services

Increase (in \$):160,000.00

Decrease (in \$):

Account Number: 46053400 543200

Line item description: Tonnage Charges

Increase (in \$):

Decrease (in \$):492,000.00

Account Number: 46053400 546300

Line item description: Vehicle Repair & Maint

Increase (in \$):220,000.00

Decrease (in \$):

Account Number:46053412 512000

Line item description:Salaries & Wages

Increase (in \$):

Decrease (in \$):80,000.00

Account Number: 46053412 543200

Line item description: Tonnage Charges

Increase (in \$):300,000.00

Decrease (in \$):

Account Number: 46053415 512000

Line item description: Salaries & Wages

Increase (in \$):

Decrease (in \$):40,000.00

Account Number:46053415 543200
Line item description:Tonnage Charges

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

Account Number: 46053415 546300
Line item description: Vehicle Repair & Maint

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

Account Number: 46058100 591408
Line item description: Transfer to Fund 408

Increase (in \$):961,971.00 Decrease (in \$):

Account Number: 48202 354120
Line item description: Local Ord Violations

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

Account Number: 48254500 534000
Line item description: Contractual Services

Increase (in \$):4,500.00 Decrease (in \$):

Account Number:48254500 543600
Line item description:Chamber Chilled Water

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

Account Number: 48254500 546100 Ccgar
Line item description: Building Repair & Maint

Increase (in \$):37,000.00 Decrease (in \$):

Account Number: 48254500 546100 Je535
Line item description: Building Repair & Maint

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

Account Number:48254500 547100
Line item description:Printing & Binding

Increase (in \$): Decrease (in \$):500.00

Account Number: 48254500 552200
Line item description: Vehicle Fuel

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

Account Number: 49057220 534000
Line item description: Contractual Services

Increase (in \$): 6,000.00 Decrease (in \$):

Account Number: 49057220 534000
Line item description: Bank Fees

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

Account Number: 49057220 552400
Line item description: Food/Supplies

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

Account Number:49057220 563200
Line item description:Tree Fund

Increase (in \$): 2,175.00 Decrease (in \$):

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

Increase (in \$): Decrease (in \$): 30,175.00

Account Number: 57002 349200 Amerh
Line item description: Allstate Benefits

Increase (in \$):16,000.00 Decrease (in \$):

Account Number:57002 349200 Stdis
Line item description:Short Term Disability Benefits

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

Account Number: 57002 349500
Line item description: Dental Benefits

Increase (in \$):24,000.00 Decrease (in \$):

Account Number: 57056215 545500 Amerh
Line item description: Allstate Premiums

Increase (in \$):16,000.00 Decrease (in \$):

Account Number: 57056215 545500 Stdis
Line item description: Short Term Disability Premiums

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

Account Number: 57056217 545800
Line item description: Dental Premiums

Increase (in \$):24,000.00 Decrease (in \$):

Account Number:58002 369350
Line item description:Reinsurance Proceeds

Increase (in \$): 93,000.00 Decrease (in \$):

Account Number: 58056220 545300
Line item description: Reinsurance Premiums

Increase (in \$):78,000.00 Decrease (in \$):

Account Number: 58056220 552700
Line item description: Medical Supplies

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

Account Number:59001 364420
Line item description:Furn-Equip Ins Proceeds

Increase (in \$): 185,000.00 Decrease (in \$):

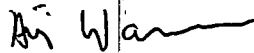
Account Number: 59055900 546600
Line item description: General Liability Repair & Maint

Increase (in \$): Decrease (in \$):65,000.00

Account Number: 59055900 546800
Line item description: Property Damage Repair & Maint

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

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CS&L Annual Audit Engagement Letter Addendum

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

CS&L performs the City's annual external audit. The original engagement letter authorizing them to move forward with the September 30, 2025, audit process was approved by Council at the September 24, 2025, meeting. The addendum to the engagement letter adds the preparation of the City's annual comprehensive financial report. This is a one-time expense as the finance department transitions to a new reporting software.

FINANCIAL IMPACT:

Expenses are expected to be approximately \$12,500.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by the City Attorney.

SUGGESTED MOTION:

Motion to approve the CS&L Annual Audit Engagement Letter Addendum.

ATTACHMENTS:

[CS&L Annual Audit Engagement Letter Addendum](#)

September 23, 2025

City of Bradenton
101 - 12th Street West
Bradenton, Florida 34205

This letter will serve as an addendum to our engagement letter for the audit of the financial statements for the year ended September 30, 2025, as dated July 21, 2025, for the City of Bradenton, Florida (the "City"). The original engagement letter did not include management's request for CS&L CPAs, P.A. to prepare the City's annual comprehensive financial report (financial statements and related notes).

Other Services

In addition to the non-audit services as listed in our engagement letter dated July 21, 2025, we will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Fees

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We expect our fee for the preparation of the financial statements and related notes to approximate \$12,500. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation.

The fee estimate is based on anticipated cooperation from your personnel and the assumption

that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you in advance and arrive at a new fee estimate before we incur the additional costs.

Sincerely,

CS&L CPAs

CS&L CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bradenton, Florida.

Governance:

By: _____
Title: _____

Management:

By: _____
Title: _____

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Environmental Protection (FDEP)
State Revolving Fund (SRF) Amendment 2 to Loan
Agreement WW41030A0

SUGGESTED ACTION: Approval of the FDEP State Revolving Fund
Amendment 2 to Loan Agreement WW41030A0.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On October 11, 2023, the City received notification of approval for the State Revolving Fund Loan associated with the construction of Clarifier 3 at the WRF, the Injection Well Drilling at the WRF, and manhole/pipelining improvements in the gravity sewer collection system. The agreement called for yearly disbursements of the approved funds in October 2023, October 2024, and October 2025. This is the second amendment authorizing the use of the third disbursement of funds (October 2025).

FINANCIAL IMPACT:

Amendment 2 authorizes additional financing of \$3,734,900.

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille reviewed the amendment.

SUGGESTED MOTION:

Motion to approve Amendment 2 to Loan Agreement WW4103A0 with the FDEP.

ATTACHMENTS:

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW4103A0
CITY OF BRADENTON**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BRADENTON, FLORIDA, (the “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”.

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW4103A0, as amended, authorizing a Loan amount of \$40,000,000, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of \$3,734,900, excluding Capitalized Interest; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(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	\$43,734,900	140131

2. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the workforce 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/davis-bacon-and-related-acts-dbra>.

3. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 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.

4. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) 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.
- (f) 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 CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

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.

5. Additional financing in the amount of \$3,734,900, excluding Capitalized Interest, is hereby awarded to the Local Government.

6. A Financing Rate of 0.71 percent per annum is established for the additional financing amount awarded in this amendment.

7. The estimated principal amount of the Loan is hereby revised to \$44,141,000, which consists of \$43,734,900 authorized for disbursement to the Local Government and \$406,100 of Capitalized Interest.

8. An additional Loan Service Fee in the amount of \$74,698, for a total of \$874,698, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$43,734,900.

9. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$1,209,180. Such payments shall be paid to, and must be received by, the Department beginning on September 15, 2027 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$45,015,698, which consists of the Loan principal plus the estimated Loan Service Fee.

10. Section 10.06 of the Agreement is revised as follows:

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 Project changes agreed upon by the Department. 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 a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	38,559,000
Contingencies	3,855,900
Technical Services After Bid Opening	1,320,000
SUBTOTAL (Disbursable Amount)	43,734,900
Capitalized Interest	406,100
TOTAL (Loan Principal Amount)	44,141,000

11. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for March 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2027.

(4) The first Semiannual Loan Payment in the amount of \$1,209,180 shall be due September 15, 2027.

12. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to 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 amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF BRADENTON

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-96 - Administrative Approval of Plats and Replats by the City Administrator

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Pursuant to Section 177.071, Florida Statutes, as amended by Senate Bill 784 (2025), the City is now required to approve subdivision plats through an administrative process. City staff is in the process of preparing an ordinance to amend the current platting process as described in the Land Use Regulations.

However, in the meantime, the City must appoint an administrative official to approve plats in order for the City to be in compliance with the statute. This is a Resolution designating the City Administrator as the administrative authority for receiving, reviewing, and processing plat and replat submittals, designating the City Administrator or designee as the administrative official authorized to approve, approve with conditions, or deny plat and replat submittals in accordance with, and based on compliance with, the requirements of Chapter 177, Florida Statutes, and the applicable provisions of the City's Land Use Regulations, and vesting the City Administrator or designee with the authority to accept on behalf of the City dedications for public use which may be included on such plats or replats.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by the City Attorney.

SUGGESTED MOTION:

Motion to approve Resolution 25-96.

ATTACHMENTS:

[Resolution 25-96](#)

RESOLUTION NO. 25-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA DESIGNATING THE CITY ADMINISTRATOR AS THE ADMINISTRATIVE AUTHORITY RESPONSIBLE FOR APPROVING, APPROVING WITH CONDITIONS, OR DENYING PLATS AND REPLATS IN COMPLIANCE WITH FLORIDA LAW; ALLOWING FOR A DESIGNEE TO ACT ON THE CITY ADMINISTRATOR'S BEHALF; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ACCEPT DEDICATIONS FOR PUBLIC USE INCLUDED ON PLATS OR REPLATS; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.2.1.1, "Subdivision Plat Approval," within Chapter 2, "Administration and Procedures," of the City of Bradenton Land Use Regulations sets forth the current process for the approval of all plats and replats; and

WHEREAS, on June 20, 2025, the Governor signed Senate Bill 784 (2025), which amended Section 177.071, Florida Statutes, and removed the governing body of municipalities and counties from the process of approving plats and replats; and

WHEREAS, Section 177.071, Florida Statutes, as amended, requires that plats and replats be administratively approved by a designated authority of the local government, and no further action or approval of the governing body is required if the plat or replat complies with the statutory requirements; and

WHEREAS, Section 177.071, Florida Statutes, as amended, authorizes each local government to designate by ordinance or resolution an administrative authority and official responsible for reviewing, processing, and administratively, approving plats and replats; and

WHEREAS, this Resolution proposed to expedite the City's compliance with Section 177.071, Florida Statutes, while allowing City staff to come forward at a later date with other revisions to the City of Bradenton Land Use Regulations to specifically address the new administrative process and make other amendments by ordinance.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Designation of Administrative Authority. Pursuant to Section 177.071, Florida Statutes, the City Council of the City of Bradenton, Florida, hereby designates the City Administrator as the administrative authority for receiving, reviewing, and processing plat and replat submittals. The City Council further designates the City Administrator or designee as the administrative official authorized to approve, approve with conditions, or deny plat and replat

submittals in accordance with, and based on compliance with, the requirements of Chapter 177, Florida Statutes, and the applicable provisions of the City's Land Use Regulations, and vests the City Administrator or designee with the authority to accept on behalf of the City dedications for public use which may be included on such plats or replats.

Section 3. Conflicts. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is held to be unconstitutional, void, or invalid, the validity of the remainder of this Resolution shall not be affected thereby.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF OCTOBER, 2025.

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott E. Rudacille
City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-95 - Correction of Scrivener's Error for Building Permit Fees and Refund Policy - EXHIBIT "A" TO RESOLUTION 25-95 WAS REVISED

SUGGESTED ACTION: Approve Resolution 25-95.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

City Council approved a new building permit fee schedule on April 23, 2025. It was later discovered that the fees for Residential Accessory Structure permits, under and over 600 square feet, had been transposed. This Resolution will correct that error.

This Resolution will also added a refund policy to be published with the fee schedule.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

The City Attorney reviewed the resolution.

SUGGESTED MOTION:

Motion to approve Resolution 25-95.

ATTACHMENTS:

Resolution 25-95

Resolution 25-95 Memorandum

**CITY OF BRADENTON
RESOLUTION NO. 25-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRADENTON, FLORIDA, AMENDING THE PERMIT FEE SCHEDULE
TO CORRECT THE FEES RELATED TO RESIDENTIAL ACCESSORY
STRUCTURES AND TO PROVIDE A REFUND POLICY; PROVIDING
FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN
CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 2.3.2 of the City of Bradenton Code of Ordinances, the City may revise its fees for permits and approvals by resolution; and

WHEREAS, the City previously amended its permit fee schedule via Resolution 25-51, which included an error as to permit fees pertaining to residential accessory structures; and

WHEREAS, the City desires to amend its fee schedule for permits and approvals to correct this error and to provide for a refund policy as described in the Fee Schedule attached hereto as Exhibit “A”.

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

1. **Recitals**. The City’s fee schedule shall be amended to reflect the proposed changes indicated as strikethrough (deleted) and underlined (added) as set forth in the Fee Schedule attached hereto and incorporated herein as Exhibit “A”.
2. **Revised Fee Schedule**. Any fees and charges not modified by this Resolution shall remain in full force and effect.
3. **Severability**. In the event that any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.
4. **Conflict**. All Resolutions or portions thereof in conflict with any of the provisions in this Resolution are hereby repealed to the extent of such conflict.
5. **Effective Date**. This Resolution, and the amended fees and charges in the attached Fee Schedule, shall become effective upon approval of this Resolution.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF
BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8th
DAY OF OCTOBER, 2025.**

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

EXHIBIT "A"	
PERMIT CATEGORIES	BUILDING PERMIT FEES
1-2 Family New Construction	\$0.92 per sqft
1-2 Family Alt. /Add. - Under 600Sqft	\$360.00
1-2 Family Alt. /Add. Structure - Over 600Sqft	\$0.92 per sqft
1-2 Family Accessory Structure - Under 600Sqft	0.98 \$480
1-2 Family Accessory Structure - Over 600Sqft	480 \$0.98
Commercial New Construction	\$0.98
Commercial Alt. /Add. - Under 600Sqft	\$480.00
Commercial Alt. /Add. - Over 600Sqft	\$0.98
Commercial Accessory Structure - Under 600Sqft	\$480.00
Commercial Accessory Structure - Over 600Sqft	\$0.98
Electrical Scope – Commercial Only	\$150.00
Electrical Scope – Residential Only	\$120.00
Electrical Service Change	\$120.00
Electrical Trade - As Subcontractor	\$100.00
Mechanical Scope – Commercial Only	\$150.00
Mechanical Scope – Residential Only	\$120.00
Mechanical Trade - As Subcontractor	\$100.00
Plumbing Scope – Commercial Only	\$150.00
Plumbing Scope – Residential Only	\$120.00
Plumbing Trade - As Subcontractor	\$100.00
Roofing Scope – Commercial Only	\$360.00
Roofing Scope – Residential Only	\$240.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Roofing Trade - As Subcontractor	\$100.00
Solar Commercial	\$420.00
Solar Residential	\$150.00
Pool/Spa Commercial	\$720
Pool/Spa Residential	\$570.00
Window/Ext. Door/Garage Door Replacement	\$90.00 Inspection up to 1 Hour - \$75.00each additional inspection hour
Waterfront Structure (Dock/Davit/Seawall)	\$180.00
Storage Tank LP/NG	\$200.00
Sign	\$90.00
Siding, Soffit, Fascia	\$90.00
Generator	\$210.00
Fence/Wall – Commercial	\$25.00- If concrete/block wall-\$300.00
Dumpster	\$90.00
Demolition	\$300.00
Deck over 30” High	\$240.00
DCA Modular Building	\$600.00
Concrete Pad with Footing	\$240.00
Building Relocation	\$600.00
Antenna	\$300.00
Aluminum Structure	\$300.00
Master Plan Review	\$300.00
30-Day TCO (30 Days ea.)	\$240.00
Certificate of Occupancy or Completion	\$100.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Change of Contractor/Subcontractor	\$50.00
Change of Occupancy Review	\$125.00
Affidavit Inspection	\$75.00
Construction Board of Appeals	\$375.00
Agricultural Exemption Review	No Fee
Building Code Interpretation	\$350.00 Residential \$600.00 Commercial (written interpretation)
Brownfield Development Incentive	10% Permit Fee Reduction
Designated Brownfield's Incentive	Building Permit Fee Only (Does not include other fees)
Duplicate Permit Card	\$25.00
Expired Permit Reinstatement	Cost of the permit unless \$200+ If cost of permit is \$200 or more the fee will be \$200
Issued Permit Extension (180 Days)	\$150.00- If Approved by Building Official(**Must be before Expiration**)
Permit Application Extension (90 Days ea.)	\$150.00- If Approved by Building Official(**Must be before Expiration**)
Fire and/or Damage Assessment	\$75.00
Flood Code Compliance Inspection	\$75.00
Flood Elevation Determination	\$25.00
Flood Management Permit	\$210.00
Flood Pre-application Meeting	No Fee
Flood Re-stamping	\$40.00
Floodplain Review	\$75.00
Flood-proof Certificate Review	\$50.00
Floodway Construction Certificate	\$50.00
Landscape Fill Review	\$75.00
Local Product Approval	\$75.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Mitigation Review LOMR	\$75.00
No Rise Certificate Review	\$75.00
Notary Service	No Fee
Plan Amendment Re-review	\$145.00
Records/Parcel/Research	\$100.00
Permit After-The-Fact	100% of Original Permit Fee (excluding tax)
Reproduction Fees – Large Format 24”+	\$5.00
Stop Work Order Release	\$75.00
Temporary Power to Permanent Service	No Fee
Same Day/Time Specific Inspection:	\$150.00 - First 2 hours; \$40 Each Hour After-Pending Inspector Availability
Re-Inspection Fee	\$75.00 each/ 3x=\$300 - At Inspectors Discretion - \$300 upon 3rd failed result
Partial Inspection (when warranted)	\$75.00
Private Provider	30% Reduction for Plan Review and Inspections 15% Fee Reduction for Inspections Only
Milestone Inspection Permits	\$300
<u>REFUND POLICY</u> • <u>No refund will be made for any fee, or portion thereof, on any payments equal to or less than \$150.00 except under the following circumstances:</u> ○ <u>Fees resulting from an error on the part of the City.</u> ○ <u>It is determined that a permit is not required.</u> ○ <u>Where an incorrect permit type is applied for, the fees will be credited towards the correct permit.</u> • <u>For permit fees greater than \$150.00, all refunds will be at 50% of the amount greater than \$150.00, or as determined by the Building Official or Director.</u> • <u>No refund shall be granted if work has commenced or if permit has become inactive or expired.</u> • <u>No refund shall be granted for permits exceeding six months from application or issue date.</u> • <u>All refund requests must be accompanied by a validated receipt or cancelled check and a written statement showing the reason for the request along with any other pertinent information provided on the refund request form.</u> • <u>Refund checks will be made out to the person, company, or contractor that made the payment on the receipt(s).</u>	



PLANNING & COMMUNITY DEVELOPMENT

City Hall | 101 Old Main Street | Bradenton, Florida
34205 941.932.9400 | planning@bradentonfl.gov
www.cityofbradenton.com

MEMORANDUM

Date: September 30, 2025

From: Robin Singer, Planning and Community Development Director

Subject: Building Permit Fees, Resolution 25-95

City Council approved an amended Building Permit Fee Schedule on April 23, 2025. Following that approval an error was discovered in that the fees for Residential Accessory Structure permits, under and over 600 feet, were reversed. This Resolution will correct that error.

The current refund policy has been added to be published with the fee schedule.

Recommendation:

Adopt Resolution 25-95 to correct the fees for Residential Accessory Structure permits and add the refund policy to the schedule.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Extension #1 to Award Number OS005 for Online Sting Operations Grant Program for Local Law Enforcement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On December 2, 2024, the FDLE awarded the City of Bradenton a grant of \$46,418.15 for online sting operations targeting individuals who solicit children. Those funds have been expended on the purchase of software and equipment. Residual funding became available for FY 2025-2026, and FDLE approved an extension of this award, along with additional funding of \$33,604.96. This request is for the approval of the extension of the award and acceptance of the extra funding, bringing the total award of this grant to \$80,023.11.

FINANCIAL IMPACT:

None

There are no personnel or recurring costs identified at this time.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed

SUGGESTED MOTION:

Motion to approve Extension #1 to Award Number OS005.

ATTACHMENTS:

Extension #1 to Award Number OS005

EXTENSION #1 TO AWARD NUMBER OS005

Online Sting Operations Grant Program for Local Law Enforcement

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and Bradenton Police Department, hereafter referred to as "Recipient," entered into Award Number OS005, dated December 2, 2024; and

WHEREAS the Parties to Award Number OS005 agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the above-referenced Grant is amended as follows:

1. **Grant Period** is amended to extend the end date of this grant to June 30, 2026, upon confirmation of funding under 216.301(1)(a), F.S.

Authorized Office Florida Department of Law Enforcement

Signature: _____

Printed Name and Title: Emma Preziosa, Contracts and Grant Manager

Date: _____

Recipient Bradenton Police Department

Signature: _____

Printed Name and Title: _____

Date: _____

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Bradenton Police Department**

CONTRACT AMENDMENT - GRANT ADJUSTMENT NOTICE

Recipient: Bradenton Police Department

Project Title: Online Sting Operations Grant Program for Local Law Enforcement

Award Number: OS005

Amendment Number: 2

Nature of Adjustment: Additional Funding/Items Approval

This amendment is entered into by and between the Department and Recipient shown above, and pursuant to the original Grant Award agreement executed on 12/02/2024. As authorized by Appendix D, Standard Conditions, Section III, Project and Grant Management, both parties agree to the following:

Consistent with the Recipient's acceptance, the above referenced grant is amended as follows:

Budget Category	Current Approved	Difference	New Approved Budget
A. Equipment	\$7,597.12	+\$14,794.98	\$22,392.10
B. Supplies	\$1,721.03	+\$429.98	\$2,151.01
C. Software/Other Costs	\$37,100.00	+18,380.00	\$55,480.00
Approved Funding Amount:	\$46,418.15	+\$33,604.96	\$80,023.11

All other provisions of the original Grant Award remain in full force and effect, except those amended herein.

GRANT ADJUSTMENT JUSTIFICATION

The Recipient has been approved for additional funding in the amount of \$33,604.96 to purchase the approved equipment, supplies, and software listed below. The Recipient has been approved for an updated funding amount of \$80,023.11. This change is being reflected in this amendment.

A. Equipment

- (2) Gaming laptops and accessories, including shipping and handling at approximately \$1,399.99 per item = \$2,799.98
- A Valorence covert pole camera, including shipping and handling at approximately \$11,995.00

B. Supplies

- (2) APC tower batteries at approximately \$214.99 each = \$429.98

C. Software/Other Costs

- A 12-month term of Magnet Witness software at approximately \$5,000.00
- A 12-month term of ERAD financial crimes investigative software at approximately \$10,500.00
- A 12-month term of idi Core search and reporting software at approximately \$2,880.00

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Bradenton Police Department**

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

**Authorized Office
Florida Department of Law Enforcement**

Signature: _____

Typed Name and Title: Emma Preziosa, Contracts and Grant Manager

Date: _____

**Recipient
Bradenton Police Department**

Signature: _____

Typed Name and Title: _____

Date: _____

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Bradenton Police Department**

Appendix B - Project Deliverables

Award Number: OS005
Recipient: Bradenton Police Department
Project Title: Online Sting Operations Grant Program for Local Law Enforcement
Project Period: 07/01/2024 – 6/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Procure equipment and supplies necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.
Minimum Performance Criteria:	Delivery and receipt of the goods/services procured as attested on the claim report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$24,543.11.
Deliverable 2	Obtain software necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$55,480.00.

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Bradenton Police Department**

Appendix C - Budget Details

Award Number: OS005
Recipient: Bradenton Police Department
Project Title: Online Sting Operations Grant Program for Local Law Enforcement
Project Period: 07/01/2024 – 6/30/2026

Budget Category	Total
A. Equipment	\$22,392.10
B. Supplies	\$2,151.01
C. Software/Other Costs	\$55,480.00
TOTAL	\$80,023.11

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Bradenton Police Department**

Equipment, Supplies, and Software

Funds may be used to reimburse supplies, equipment, and software directly related to online sting operations as described in the Scope of Work.

In order to receive reimbursement for equipment, supplies, and software, the Recipient must provide supporting backup documentation, including but not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

A. Equipment

- (4) Laptops for \$549.99 each = \$2,199.96
- (1) Desktop computer at approximately \$1,699.99
- (1) Smartboard at approximately \$2,400.00
- (1) iPad and accessories at approximately \$1,297.17
- (2) Gaming laptops and accessories, including shipping and handling at approximately \$1,399.99 per item = \$2,799.98
- A Valorence covert pole camera, including shipping and handling at approximately \$11,995.00

B. Supplies

- Battery backup (power supply) at approximately \$471.04
- (1) Monitor at approximately \$1,249.99
- (2) APC tower batteries at approximately \$214.99 each = \$429.98

C. Software/Other Costs

- Chorus Intelligence Suite (Qty: 7) at approximately \$25,000.00
- Cellebrite premium annual subscription and adaptor at approximately \$12,100.00
- A 12-month term of Magnet Witness software at approximately \$5,000.00
- A 12-month term of ERAD financial crimes investigative software at approximately \$10,500.00
- A 12-month term of idi Core search and reporting software at approximately \$2,880.00

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Kim Clayback, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 3 to RFP 23-009EJ with Matrix Consulting Group, LTD.

SUGGESTED ACTION: Approval of Amendment No. 3 for Mayor's signature.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The City and Contractor entered into a contract in response to RFP 23-009EJ (the "Contract") on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department.

The parties now wish to further amend the Contract to expand Contractor's scope of services and include updated pricing as described in the Scope of Services.

Amendment No. 3 is a comprehensive analysis of its Utility rates and fees, including Water, Wastewater, and Stormwater utilities. This analysis aims to identify the costs of providing these services, determine whether fees and rates align with these costs, and project the necessary revenues for the future to assess the sufficiency of fees, rates, and revenues.

FINANCIAL IMPACT:

Amendment No. 3 will increase the not to exceed amount by \$129,780.00,

bringing the total amount of the contract to \$230,620.00.

The study will be encumbered in FY2025 40254110-534000 Engineering Contractual Services, for \$129,780.00.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille

SUGGESTED MOTION:

Motion to approve Amendment No. 3 of RFP 23-009EJ with Matrix Consulting Group, LTD.

ATTACHMENTS:

[Amendment No. 3 to RFP 23-009EJ with Matrix Consulting](#)

**Amendment No. 3 of RFP # 23-009EJ between Matrix Consulting Group, LTD. and the
City of Bradenton**

This THIRD AMENDMENT of RFP 23-009EJ (the “Amendment”), is made by and between the CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the “City,” and MATRIX CONSULTING GROUP, LTD., a California corporation authorized to do business in the State of Florida, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP 23-009EJ (the “Contract”) on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City’s Public Works & Utilities Department and Planning & Development Department;

WHEREAS, the Parties executed Amendment No. 1 on November 6, 2024, and Amendment No. 2 on July 23, 2025;

WHEREAS, the Parties now wish to further amend the Contract to expand Contractor’s scope of services and include updated pricing as described in the Scope of Services attached hereto as Exhibit “D”; and

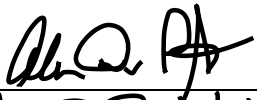
WHEREAS, the City and the Contractor desire that, except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Amendment.
2. **Amendments to the Contract**.
 - a. **Scope of Work**. Section A of the Contract is hereby modified to include in Contractor’s Scope of Work the additional services described in the Scope of Services attached hereto as Exhibit “D”.
 - b. **Contract Sum**. Section C of the Contract is hereby modified to reflect an updated Contract Sum of Two Hundred Thirty Thousand Six Hundred Twenty Dollars and Zero Cents (\$230,620.00) to account for the fees associated with the expanded Scope of Work, as described in Exhibit “D”.
 - c. **Exhibits**. The Scope of Services attached hereto as Exhibit “D” is hereby added to the Contract.

3. **Affirmation.** Except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts.** This Amendment may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Amendment hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment, upon the terms and conditions above stated.



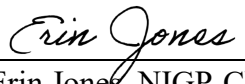
Alan D. Pennington, as President
Matrix Consulting Group, LTD.



Date

Gene Brown
Mayor, City of Bradenton

Date



Erin Jones, NIGP-CPP, CPPO, CPPB
Purchasing Manager, City of Bradenton

9/25/2025
Date

SCOPE OF SERVICES

The City of Bradenton seeks a comprehensive analysis of its Utility rates and fees, including Water, Wastewater, and Stormwater utilities. This analysis aims to identify the costs of providing these services, determine whether fees and rates align with these costs, and project the necessary revenues for the future to assess the sufficiency of fees, rates, and revenues.

It is recommended that the City establish a steering committee to work with us throughout the duration of the study. This committee will meet monthly (or as desired by the City) to review progress and discuss upcoming work tasks.

The following sections provide a detailed task plan and propose a project schedule for each study.

1. WATER AND WASTEWATER STUDY TASK PLAN

Below are descriptions of the tasks, including deliverables, that we will complete for the study.

TASK 1: PROJECT INITIATION AND DATA COLLECTION

Before any initial meetings, Matrix Consulting Group will provide the City with a list of initial data requirements for the study, including financial, operational, and regulatory information. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff. Providing these items enables our project team to become familiar with the City's structure and current financial practices.

Once the data has been collected, the project team will meet with City staff to discuss issues identified by the project team and to clarify any concerns the City holds regarding the current study methodology. Discussions will include:

- Review the City's specific needs and critical issues surrounding water and wastewater services.
- Review and discussion of existing rate methodologies and calculations.
- Discussion of concerns or issues that should be addressed during the study.
- Review and identify future program expansion or major program changes for inclusion in the long-range financial model.

After the meeting, the project team and the designated City staff will have a better understanding of the overall approach and methodology the team will use to conduct the study.

TASK RESULT

We will present the City with a data collection list, and an initial project meeting with an agenda and a project schedule.

TASK 2: PERFORM A COST OF SERVICE ANALYSIS

Matrix Consulting Group's costing model is based on the City's operations, budget details, revenue and expense data, and the various programs and services provided for results. This method is a customized approach tailored to each jurisdiction for analyzing the costs of utility services. It adopts a "bottom-up" approach, which is the most defensible method for calculating user rates and fees. The methodology includes cost of service data and breaks these costs down to their respective programs. This includes administrative and overhead expenses, as well as their total proportion to the end-user services provided.

Specific work tasks include:

- Analyzing the City's billing records, existing agreements, and customer classes.
- Allocating costs and revenue requirements to the identified functional cost components for each utility system to determine the unit cost of each function.
- Allocating the costs of each functional component to the identified customer classes.
- Compare the allocated costs and revenue requirements by customer class to the revenue generated by existing rates.
- Review results with the City to review preliminary results and make required adjustments.

This costing method uses data to determine the cost of providing services on a per-unit and annual basis. The resulting costs are presented on a unit and annual level and compared to the existing rate schedule and revenue reports. The project will also provide information regarding cost recovery surpluses and deficits, as well as an understanding of cost components for each service.

TASK RESULT

A cost-of-service analysis and study results.

TASK 3: CONDUCT A MARKET RATE SURVEY OF SIMILAR JURISDICTIONS

The project team will collaborate with the City to identify other agencies in Manatee County or elsewhere in West Central Florida. This comparative survey will include:

- Determining if jurisdictions provide the same services as the City.
- Gathering rate information for comparison to the City's rates.
- Graphing the results of the fee analysis for easy visual comparison purposes.
- Collecting contextual information such as population size, budget, staffing, and the last time a rate study was done (if information is available).

As market surveys do not provide adequate or objective information about the relationship between a jurisdiction's costs and fees, these steps ensure we provide the City with the most information possible.

TASK RESULT

Comparative graphs included in the draft report.

TASK 4: DEVELOP A FIVE-YEAR PROJECTED FINANCIAL MODEL

Because the analysis of service fees is based on estimates and information provided by staff, all participants must be comfortable with our methodology and the data they have provided. Once the department agrees that the analysis reflects the reasonable service costs, City management can review the results.

At this point, the project team will develop a five-year projected financial model of the water and wastewater funds to consider the cost impacts of projected growth, future major capital expenditures, program changes, and historical trends. This model will determine if annual revenues based on current rates will be sufficient and project fund balance and available reserves each year.

The model will be developed in a Microsoft Excel™ spreadsheet and will outline projected revenues and expenditures over the five-year period. The resulting fund balance will be presented each year to determine if revenue is sufficient to meet the year's financial requirements.

The project team will meet with City staff to review the preliminary results and make adjustments to the model based on staff input.

TASK RESULT

A five-year projected financial plan spreadsheet.

TASK 5: RATE DESIGN

In this task, the project team will work with the City to evaluate rate structures determine a maximum of three (3) potential rate change scenarios over the next five years to analyze and assess financial benefits and outcomes. These scenarios will be based on City guidance on minimum levels of fund balance, future needs, and correlation with unit costs from the cost-of-service analysis. These scenarios will then be programmed into the long-term financial model to determine impacts and effects on the water and sewer funds.

The project team will meet with the City team to review the results and the recommended scenario will be used to develop a projection of rate revenues for the five-year forecast.

TASK RESULT

Updated financial plan spreadsheet showcasing the results of each scenario and its impacts on the water and sewer funds.

TASK 6: PREPARE A DRAFT AND FINAL REPORT

Upon completion of the study, we will prepare a detailed report summarizing the results of each of the tasks described above. This report will include:

- A succinct executive summary discussing the study, methodology, and recommended rate changes.
- A narrative describing the services and programs of the water and wastewater utilities.
- Outline of service or program impacts in the next five years that are applicable to the financial model.
- An overview of the cost-of-service analysis and documentation of the results.
- An overview of the five-year financial projection based on current service rates.
- A breakdown of the scenarios considered in the rate analysis and their impacts on the five-year projection.

The draft report will be provided to City staff for review and comments. Any edits or revisions to the draft report will be incorporated into the finalized report.

TASK RESULT

The draft and final reports of the cost-of-service and rate study for water and wastewater services.

TASK 7: PRESENTATION OF RESULTS

Presenting results to City officials and/or stakeholders is crucial to the success of the overall engagement. This final step aims to present a succinct summary that provides decision-makers with key information.

We will attend and present the study at least three (3) meetings, including those of the City Council, appropriate subcommittees, or outside stakeholders.

TASK RESULT

We will attend City Council meetings and present the study to stakeholders.

STUDY SCHEDULE

The following chart provides an outline of the proposed schedule for completing the project over an approximately six-month period:

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Project Initiation/Data Collection	■	■	■			
Cost of Service Analysis		■	■	■		
Comparative Survey			■	■		
Five-Year Financial Model			■	■		
Develop Rate Scenarios				■	■	
Draft and Final Report					■	■
Stakeholder Presentations						■

All proposed timelines can be adjusted based on City priorities, preferences, and requirements. This task plan involves the City review of multiple interim deliverables. It is noted that adhering to this timeline will require timely review and feedback on these deliverables by leadership.

2. STORMWATER STUDY TASK PLAN

Below are descriptions of the tasks, including deliverables, that we will complete to conduct a Stormwater fee study for the City of Bradenton.

TASK 1: PROJECT INITIATION AND DATA COLLECTION

The project team will provide the City with a list of initial data requirements for the study, followed by a meeting with City staff to discuss issues identified by the project team and clarify any concerns the City may have regarding the current study methodology. This meeting can be held in conjunction with the Water and Wastewater discussion or as a separate session, depending on the City's preference.

The project team will review all data collected to gain an understanding of the data available and the methodology currently in place.

TASK RESULT

A data collection list and an initial project meeting with an agenda and a project schedule.

TASK 2: CONDUCT A SURVEY OF SIMILAR JURISDICTIONS

The project team will collaborate with the City to identify other agencies in the region of similar size and demographic. This comparative survey will include gathering information regarding the current fee structure(s) in place, annual revenue gathered from the fees, and prioritization of expenditures.

The survey results will be summarized and analyzed for review by the City.

TASK RESULT

A comparative survey summarized for City review.

TASK 3: NEEDS ASSESSMENT AND REVENUE REQUIREMENTS DETERMINATION

This task will include data review and interviews with staff as necessary to identify unfunded or underfunded stormwater needs (e.g., deferred maintenance, capital projects, etc.).

From this, we will develop a comprehensive list of current and projected stormwater program activities and associated costs for the next 5-10 years.

This list will be used along with the information collected regarding historical expenditures and general stormwater operations and maintenance costs to calculate the total annual revenue required to fund the stormwater program.

TASK RESULT

A needs assessment and annual revenue requirement calculation.

TASK 4: DEVELOP A FIVE-YEAR PROJECTED FINANCIAL MODEL

At this point, the project team will have the information to develop a five-year projected financial model of stormwater services that considers the cost impacts of future major capital expenditures, program changes, and historical trends. This model will determine if annual revenues based on current fees will be sufficient and project fund balance and available reserves each year.

The model will be developed in a Microsoft Excel™ spreadsheet and will outline projected revenues and expenditures over the five-year period. The resulting fund balance will be presented each year to determine if revenue is sufficient to meet the year's financial requirements.

TASK RESULT

Long-range financial plan spreadsheet.

TASK 5: DEVELOP FEE STRUCTURE OPTIONS

The project team will research and present various stormwater fee structures for consideration. This comparison will include:

- Tiered Fee: Different rates for different property classifications or impervious area ranges. (This is the current structure in place).
- Proportional Fee (ERU-based): Charge based on the number of ERUs for each property.
- Credits/Incentives: Discuss potential for credits for on-site stormwater management (e.g., rain gardens, permeable pavement, etc.).

The team will develop a matrix of the advantages and disadvantages of the options, which will be presented to the City for consideration. The preferred options will be used to develop the fee scenarios in Task 6. This is an optional task that can be deleted if the City chooses to continue with the current fee structure.

TASK RESULT

A matrix of the fee structure options considered in a presentation for City consideration.

TASK 6: DEVELOP STORMWATER FEE SCENARIOS

Using the chosen fee structure model (or the current model if the City chooses not to proceed with Task 5) the project team will develop up to three (3) potential scenarios:

- Scenario A (Baseline): Focus on meeting current program needs with minimal enhancements
- Scenario B (Enhanced Program): Includes funding for deferred maintenance and some capital improvements.
- Scenario C (Comprehensive Program): Fully funds all identified needs, including aggressive capital improvements and robust MS4 compliance.

These scenarios will then be programmed into the long-term financial model to determine impacts and effects on the stormwater fees. We will then meet with the City to review the scenarios and select a recommended alternative to be presented in the final report.

TASK RESULT

Updated financial plan spreadsheet showcasing the results of each scenario and its impacts on the stormwater fee.

TASK 7: PREPARE A DRAFT REPORT

Upon completion of the study, we will prepare a detailed report summarizing the results of each task described above. This report will include:

- A succinct executive summary discussing the study, methodology, and recommended fee structure.
- Overview of the fee structure options considered (optional).
- An overview of the five-year financial projection based on current service rates.
- A breakdown of the scenarios considered and the impact on the five-year projection.

The draft report will be provided to City staff for review and comments. Any edits or revisions to the report will be incorporated into the finalized report. This finalized report will include all the draft fee study report elements and any additional guidance from City staff.

TASK RESULT

The draft report and a final report incorporating City comments.

TASK 8: PRESENTATION OF RESULTS

Presenting results to City officials and/or stakeholders is crucial to the success of the overall engagement. This final step aims to present a concise summary that provides decision-makers with key information.

We will attend and present the study at up to three (3) meetings, including those of the City Council, appropriate subcommittees, or outside stakeholders.

TASK RESULT

We will attend a City Council meeting and present the study to stakeholders.

STORMWATER STUDY SCHEDULE

The following chart provides an outline of the proposed schedule for completing the project over an approximately six-month period:

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Project Initiation/Data Collection	■	■	■			
Comparative Survey		■	■	■	■	
Needs Assessment			■	■	■	
Five-Year Financial Model			■	■	■	■
Fee Structure Options			■	■	■	■
Develop Fee Scenarios				■	■	■
Draft and Final Report					■	■
Stakeholder Presentations						■

All proposed timelines can be adjusted based on City/Department priorities, preferences, and requirements. This task plan involves the City/Department review of multiple interim deliverables. It is noted that adhering to this timeline will require timely review and feedback on these deliverables by leadership.

PRICING

The total cost of the project is a lump sum not to exceed **\$129,780**. This includes \$76,580 for the Water and Wastewater Study and \$53,200 for the Stormwater Study. The following tables show the details of the costs.

WATER AND WASTEWATER RATE STUDY

Task	Project Manager	Lead Analyst	Financial Manager	Financial Analyst	Data Analyst	Total Cost
Project Initiation/Data Collection	2	8	2	4	16	\$7,160
Cost of Service Analysis	4	16	8	32	40	\$17,040
Comparative Survey	2	16		4		\$7,040
Five-Year Financial Model	4	16	2	16	16	\$10,960
Develop Rate Scenarios	4	20	2	20	24	\$14,380
Final Report	4	16	4	16	16	\$11,440
Stakeholder Presentations	4	16	2	8		\$6,560
Total Hours	24	108	20	100	112	
Hourly Rate	\$240	\$175	\$240	\$160	\$130	
Total Professional Fees	\$5,760	\$18,900	\$4,800	\$16,000	\$14,560	\$74,580
Project Expenses						\$2,000
Total Project Cost						\$76,580

STORMWATER RATE STUDY

Task	Project Manager	Financial Lead	Financial Analyst	Data Analyst	Total Cost
Project Initiation/Data Collection	8	2	2	8	\$3,730
Comparative Survey	4	0	2	16	\$3,360
Needs Assessment	12	0	4	24	\$6,640
Five-Year Financial Model	12	4	16	28	\$10,040
Fee Structure Options (Optional)	8	2	8	16	\$5,760
Develop Fee Scenarios	12	4	16	32	\$10,560
Final Report	12	2	16	12	\$7,480
Stakeholder Presentations	8	0	4	8	\$3,600
Total Hours	76	14	68	144	
Hourly Rate	\$240	\$240	\$160	\$130	
Total Professional Fees	\$18,240	\$3,360	\$10,880	\$18,720	\$51,200
Project Expenses					\$2,000
Total Project Cost					\$53,200

Our typical practice is to bill for hours worked monthly up to the contract amount. Any additional services requested by the City will be billed at the hourly rates noted.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-97 - Grant Application with the Florida Fish and Wildlife Commission

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The project includes repair of approximately 800 total linear feet of reinforced concrete seawall of the pier head. Repairs to include removal of deleterious concrete and steel reinforcement, epoxy/grout spall patching, installation of sister reinforcement, as necessary, and epoxy injection of concrete cracks.

FINANCIAL IMPACT:

Grant of \$472,500.

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:

Motion to approve Resolution 25-97.

ATTACHMENTS:

[Resolution 25-97](#)

CITY OF BRADENTON
RESOLUTION NO. 25-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF UP TO \$472,500, TO THE FLORIDA FISH & WILDLIFE COMMISSION THROUGH THE BOATING INFRASTRUCTURE GRANT PROGRAM AND PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE. THIS GRANT IS TO PROVIDE FINANCIAL ASSISTANCE TOWARDS THE COSTS ASSOCIATED WITH REPAIR AND REHABILITATION OF THE MAIN PIER TO THE CITY'S MARINA KNOWN AS THE TWIN DOLPHIN MARINA.

WHEREAS, the City of Bradenton recognizes the need for improved boating infrastructure to support public access and transient vessels; and

WHEREAS, the City of Bradenton recognizes the deficiency of the existing main pier and is interested in pursuing the repair and replacement of aged and end of useful life public assets; and

WHEREAS, the City of Bradenton intends to repair the pier to improve boating access and design the construction and repairs to last at least 20 years; and

WHEREAS, the City of Bradenton desires to apply for a grant from the Florida Fish and Wildlife Commission's Boating Infrastructure Grant Program to provide financial assistance with funding a project that fills the need for an up to date pier for the transient boating community, and provides an important stimulus for revitalization for the local community, and;

WHEREAS, the City of Bradenton recognizes that this project may also be eligible for financial assistance through the Florida Fish and Wildlife Commission's Sportfish Restoration Program and would be amenable to entering into a contract through this federal funding source provided by the U.S. Fish and Wildlife Service.

Project title: Twin Dolphin Marina Pier Repair

Total Estimated Cost: **\$1,750,000**

Brief Description of project: The project includes repair of approximately 800 total linear feet of reinforced concrete seawall of the pier head. Repairs to include removal of deleterious concrete and steel reinforcement, epoxy/grout spall patching, installation of sister reinforcement, as necessary, and epoxy injection of concrete cracks.

WHEREAS, The City of Bradenton ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes.

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

SECTION 1. That the City Council of the City of Bradenton authorizes the City Administrator or his designee to apply for and manage a Boating Infrastructure Grant Program administered by the

Florida Fish and Wildlife Commission in the amount of up to \$472,500 of the actual cost of the project due July 1, 2026.

SECTION 2. The City of Bradenton certifies to the following:

1. That it will accept all terms and conditions set forth in the U.S. Fish and Wildlife Service's; Boating Infrastructure Grant Program Rule (16 U.S.C. 777g-1) and the grant rules of the Florida Fish and Wildlife Commission which will be part of the Project Agreement for any assistance awarded under this grant proposal.
2. That it is in complete accord with the proposal and that it will carry out the project in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from the Commission.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Bradenton for public use.
4. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
5. That it will make available to the Commission if requested, a post audit of the expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by the City Council.

SECTION 3. That the City Council approves the City Administrator or designee to prepare the Boating Infrastructure Grant Program application and represent the City of Bradenton at required meetings to carry out all the requirements of the grant.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF OCTOBER 2025.

Gene Brown
Mayor

ATTEST:

Tamara Melton
City Clerk

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-040MK Road Construction Materials

SUGGESTED ACTION: Authorize award and pursue contracts with Transcor Recycling and Central Florida Transport.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On July 18, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-040MK to select a firm for Road Construction Materials Services. Notice of this IFB was made through OpenGov, 22,518 vendors were notified. 979 vendors viewed the solicitation, and 8 vendors submitted a bid(s). Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process. Transcor Recycling and Central Florida Transport, having submitted the lowest responsive and responsible bids are recommended for award.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:

Motion to authorize the award for IFB-25-040MK and to pursue contracts with Transcor Recycling and Central Florida Transport.

ATTACHMENTS:

[NORA IFB-25-040MK Packet](#)



NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-040MK			TYPE:	IFB – Invitation for Bids	
SOLICITATION TITLE	Road Construction Materials					
PROCUREMENT SPECIALIST	Marcus Kerber					
DEPARTMENT	Streets and Drainage					
ADVERTISED DATE	7/18/2025		RESPONSE DATE		8/15/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A				ATTENDEES	0
NOTIFICATIONS	22,518	VIEWS	979		RESPONSES	8

RESPONDENTS – CATEGORY A – FILL DIRT		
VENDOR	LOCATION	TOTAL BID PRICE
Warp Speed Managed Transportation and Logistics, LLC**	Jacksonville, FL	\$13.75
All Systems Facility Services, LLC**	Parrish, FL	\$14.75
Tierra Supply Company*	Clearwater, FL	\$19.30
Transcor Recycling	Tampa, FL	\$22.00
Central Florida Transport, LLC	Coleman, FL	\$22.18
Wiggins Hauling and Transfer Service, LLC	Tampa, FL	\$23.33
Knepps Construction & Excavating of Florida, LLC	Lake Butler, FL	\$77.00
Construction 95, LLC	Lauderhill, FL	\$120.00

* Deemed non-responsive

** Deemed non-responsible

CATEGORY A RECOMMENDED AWARD
Transcor Recycling having submitted the lowest responsive and responsible bid, is recommended for award.



NOTICE OF RECOMMENDED AWARD

RESPONDENTS – CATEGORY B – SAND, ROCK, RIPRAP		
VENDOR	LOCATION	TOTAL BID PRICE
Central Florida Transport, LLC	Coleman, FL	\$302.39
Wiggins Hauling and Transfer Service, LLC	Tampa, FL	\$305.90
Warp Speed Managed Transportation and Logistics, LLC	Jacksonville, FL	\$314.00
Transcor Recycling	Tampa, FL	\$315.00
All Systems Facility Services, LLC	Parrish, FL	\$355.28
Tierra Supply Company	Clearwater, FL	\$401.90
Construction 95, LLC	Lauderhill, FL	\$563.18
Knepps Construction & Excavating of Florida, LLC	Lake Butler, FL	\$950.00

CATEGORY B RECOMMENDED AWARD
Central Florida Transport, LLC having submitted the lowest responsive and responsible bid, is recommended for award.

RESPONDENTS – CATEGORY C – SHELL/ROCK MATERIALS		
VENDOR	LOCATION	TOTAL BID PRICE
Central Florida Transport, LLC	Coleman, FL	\$125.54
Wiggins Hauling and Transfer Service, LLC	Tampa, FL	\$163.00
Warp Speed Managed Transportation and Logistics, LLC	Jacksonville, FL	\$184.50
All Systems Facility Services, LLC	Parrish, FL	\$205.00
Construction 95, LLC	Lauderhill, FL	\$219.75
Tierra Supply Company	Clearwater, FL	\$257.00



NOTICE OF RECOMMENDED AWARD

CATEGORY C RECOMMENDED AWARD

Central Florida Transport, LLC having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION

Erin Jones, NIGP-CPP, CPPO, CPPB
Procurement Official or Designee

Erin Jones
Signature

9/24/2025
Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

TO: Erin Jones, NIGP-CPP, CPPO, CPPB, Purchasing Manager

FROM: Marcus Kerber, Contract Specialist

DATE: September 18, 2025

SUBJECT: Award Recommendation for 25-040MK Road Construction Materials

BACKGROUND:

On July 18, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-040MK to select a firm for Road Construction Materials Services. Notice of this IFB was made through OpenGov, 22,518 vendors were notified. 979 vendors viewed the solicitation, and 8 vendors submitted a bid(s). Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Category A – Fill Dirt

1. Lowest Bidder - Warp Speed Managed Transportation and Logistics, LLC
 - a. Responsiveness – Purchasing reviewed the apparent lowest bidder for Category A Fill Dirt, Warp Speed Managed Transportation and Logistics, LLC, for responsiveness and determined that they were responsive.
 - b. Responsibility – Purchasing checked the references of the apparent lowest responsive bidder, Warp Speed Managed Transportation and Logistics, LLC, for responsibility and determined that they did not meet the minimum qualifications as stated in section 2.3.A of the solicitation.
2. Second Lowest Bidder – All Systems Facility Services, LLC
 - a. Responsiveness – Purchasing then moved to review the apparent second lowest bidder for Category A Fill Dirt, All Systems Facility Services, LLC, for responsiveness and determined that they were responsive.
 - b. Responsibility – Purchasing checked the references of the apparent second lowest responsive bidder, All Systems Facility Services, LLC, for responsibility and determined that they did not meet the minimum qualifications as stated in section 2.3.A of the solicitation.
3. Third Lowest Bidder – Tierra Supply Company
 - a. Responsiveness – Purchasing then moved to review the apparent third lowest bidder for Category A Fill Dirt, Tierra Supply Company, for responsiveness and determined them to be non-responsive for failing to submit references as required per Section 2.3A of the solicitation.
4. Fourth Lowest Bidder – Transcor Recycling
 - a. Responsiveness – Purchasing reviewed the fourth lowest bidder for Category A Fill

Dirt, Transcor Recycling, for responsiveness and determined that they were responsive.

- b. Responsibility – Purchasing checked the references of the fourth lowest responsive bidder, Transcor Recycling and deemed that they met all the requirements established in the solicitation documents and deemed them responsible.

Category B – Sand, Rock, Riprap

1. Lowest Bidder – Central Florida Transport, LLC

- a. Responsiveness – Purchasing reviewed the apparent lowest bidder for Category B Sand, Rock, Riprap, Central Florida Transport, LLC, for responsiveness and determined that they were responsive.
- b. Responsibility – Purchasing checked the references of the apparent lowest responsive bidder, Central Florida Transport, LLC, and deemed that they met all the requirements established in the solicitation documents and deemed them responsible.

Category C – Shell/Rock Materials

1. Lowest Bidder – Central Florida Transport, LLC

- a. Responsiveness – Purchasing reviewed the apparent lowest bidder for Category C Shell/Rock materials, Central Florida Transport, LLC, for responsiveness and determined that they were responsive.
- b. Responsibility – Purchasing checked the references of the apparent lowest responsive bidder, Central Florida Transport, LLC, and deemed that they met all the requirements established in the solicitation documents and deemed them responsible.

RECOMMENDATION:

Category A – Fill Dirt

Transcor Recycling, having submitted the lowest responsive and responsibly bid is recommended for award.

Category B – Sand, Rock, Riprap

Central Florida Transport, having submitted the lowest responsive and responsibly bid is recommended for award.

Category C – Shell/Rock Materials

Central Florida Transport, having submitted the lowest responsive and responsibly bid is recommended for award.

**Transcor Recycling Reference Check
Category A - Fill Dirt**

From: [Marcus A. Kerber](#)
To: [Marcus A. Kerber](#)
Subject: Reference Check for City of Bradenton Solicitation
Date: Thursday, September 18, 2025 8:55:18 AM
Attachments: [image001.png](#)

Ricky Williams
TECO
813-731-5043
Reference check completed via phone call

Good morning,

The City of Bradenton recently solicited for **Road Construction Materials**. You were listed as a reference for **Transcor Recycling LLC**. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than September 2nd. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided **Fill Dirt** materials? Yes
2. Was this work completed within the past 7 years? Yes
3. Was the work completed on time? Yes
4. If it was not completed on time what was the delay? N/A
5. Were there any change orders issued against the contract? No
6. Is there any additional information you would like to provide? They are proactive in reaching out on upcoming projects and are very good to work with.

Thank you,



MARCUS KERBER

Contract Specialist

📞 941-932-9430

📍 101 Old Main Street, Bradenton, FL 34205

🌐 [BradentonFL.gov](#)

From: Marcus A. Kerber
Sent: Tuesday, September 9, 2025 9:02 AM
To: rrwilliams@tecoenergy.com
Subject: Reference Check for City of Bradenton Solicitation

**Transcor Recycling Reference Check
Category A - Fill Dirt**

From: [Joe Valdez](#)
To: [Marcus A. Kerber](#)
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Tuesday, September 9, 2025 10:50:59 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

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

1. Yes
2. Yes
3. Yes
4. No delay
5. No
6. no



Joe Valdez
Territory Manager, T. Disney Trucking and Grading, Inc.

O: 844-258-7825 | C: 813-299-9298

www.disneytrucking.com | joe@disneytrucking.com

6324 US 301 S, Riverview, FL 33578



From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Tuesday, September 9, 2025 9:03 AM
To: Joe Valdez <joe@disneytrucking.com>
Subject: Reference Check for City of Bradenton Solicitation

You don't often get email from marcus.kerber@bradentonfl.gov. [Learn why this is important](#)

Good morning,

I wanted to follow up on the below reference check. We would like to move ahead with this contract but we need your help in completing our reference checks. Would you please take the time to answer our few questions below? Thank you!



MARCUS KERBER

Contract Specialist

📞 941-932-9430

📍 101 Old Main Street, Bradenton, FL 34205

🌐 BradentonFL.gov

From: Marcus A. Kerber

Sent: Tuesday, August 26, 2025 9:28 AM

To: joe@disneytrucking.com

Subject: Reference Check for City of Bradenton Solicitation

Good morning,

The City of Bradenton recently solicited for **Road Construction Materials**. You were listed as a reference for **Transcor Recycling LLC**. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than September 2nd. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided **Fill Dirt** materials?
2. Was this work completed within the past 7 years?
3. Was the work completed on time?
4. If it was not completed on time what was the delay?
5. Were there any change orders issued against the contract?
6. Is there any additional information you would like to provide?

Thank you,



MARCUS KERBER

Contract Specialist

📞 941-932-9430

📍 101 Old Main Street, Bradenton, FL 34205

🌐 BradentonFL.gov

Central Florida Transport Reference Check
Category B - Sand, Rock, Riprap
Category C - Shell/Rock Materials

From: [Strazzullo, Charles](#)
To: [Marcus A. Kerber](#)
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Monday, August 18, 2025 2:17:24 PM
Attachments: [image002.png](#)
[image003.png](#)

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

Marcus,

CFT has provided limerock hauling services for FWC on numerous projects.
This work was completed within the past two years.
All work was completed on time.
No change orders were issued.
Sales rep was very easy to work with and accommodating.
I recommend this company's services.

Charlie Strazzullo
NCR South District Biologist
Wildlife and Habitat Management
Half Moon Field Office
8864 CR 247
Lake Panasoffkee, FL 33538
Office: 352-330-1370
Cell: 727-808-7974 (Preferred)



From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Monday, August 18, 2025 10:38 AM
To: Strazzullo, Charles <Charles.Strazzullo@MyFWC.com>
Subject: Reference Check for City of Bradenton Solicitation

[EXTERNAL SENDER] Use Caution opening links or attachments

The City of Bradenton recently solicited for **Road Construction Materials**. You were listed

as a reference for **Central Florida Transport, LLC**. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than August 22nd. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided **Sand, Shell, Rock and/or Riprap** materials?
2. Was this work completed within the past 7 years?
3. Was the work completed on time?
4. If it was not completed on time what was the delay?
5. Were there any change orders issued against the contract?
6. Is there any additional information you would like to provide?

Thank you,



MARCUS KERBER

Contract Specialist

📞 941-932-9430

📍 101 Old Main Street, Bradenton, FL 34205

🌐 BradentonFL.gov

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

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Central Florida Transport Reference Check
Category B - Sand, Rock, Riprap
Category C - Shell/Rock Materials

From: [Faith Jackson](#)
To: [Marcus A. Kerber](#)
Cc: [Kimberly Feeney](#)
Subject: [EXTERNAL] Fw: Reference Check for City of Bradenton Solicitation
Date: Monday, August 18, 2025 11:13:04 AM
Attachments: [image001.png](#)
[image002.png](#)
[Outlook-x4snjrc.png](#)
[Outlook-omctiktr.png](#)
[Outlook-4aljswij.png](#)
[Outlook-Twitter lo.png](#)
[Outlook-Facebook l.png](#)
[Outlook-YouTube lo.png](#)
[Outlook-MyPasco Ap.png](#)
[Outlook-instagram .png](#)
[Outlook-social med.png](#)

You don't often get email from fjackson@pascocountyfl.net. [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.

1. Have they provided sand, shell, rock and/or riprap materials?

*

Central Florida Transport provides Pasco County with Crushed Stone #57 and Limerock

2. Was this work completed within the past 7 years?

*

Yes

3. Was the work completed on time?

*

Yes

4. If it was not completed on time what was the delay?

*

n/a

5. Were there any change orders issued against the contract?

*

The only change orders issued were for additional funding in order to purchase more

materials.

6. Is there any additional information you would like to provide?

*

No problems with this vendor. Has been a vendor for Pasco for many years.

Thanks!

[cid:c73cbb3c-a203-4be6-b123-af54f5014d32]<<http://www.pascocountyfl.net/>>[cid:afc8df65-2dfc-4c0b-9720-19194b43f7e7]

Faith Jackson
Contracts/Specifications Coordinator

Department of Public Works

Pasco County BCC

C 727-809-2934

P 727-834-3611 x1067

4454 Grand Blvd.

New Port Richey, FL 34652

fjackson@mypasco.net
www.mypasco.net<<http://www.mypasco.net/>>

“Serving our community to create a better future.”

Pasco County Social Media:

[Twitter logo]<<https://twitter.com/@PascoCountyPIO>>[Facebook logo]
<<https://www.facebook.com/PascoCounty>> [YouTube logo]
<https://www.youtube.com/channel/UCv1OC1VxmQM8_CiYqe8iyA> [MyPasco App logo]
<<http://fl-pascocounty.civicplus.com/index.aspx?NID=2248>> [instagram logo]
<<https://www.instagram.com/pascocountygov/>> [social media icons] <<http://fl-pascocounty.civicplus.com/index.aspx?NID=2174>>

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Revised Samsara Fleet Management Quote

SUGGESTED ACTION: Staff recommends approving the revised quote for the Samsara fleet management system to include 45 forward-facing cameras, which will provide documentation and verification of Solid Waste services.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On September 24, 2025, City Council approved the Master Service Agreement with Samsara. Since then, it has been identified that Solid Waste requires 45 forward-facing dash cameras. The revised total first-year cost is \$42,040.50, with an annual recurring cost of \$59,814.00. This includes both the previously approved 195 GPS/telematics units and the newly requested dash cameras. The system will be procured under a five-year agreement, not to exceed \$299,070.00, utilizing Sourcewell Contract No. 020221-SAM.

FINANCIAL IMPACT:

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

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille had no objections.

SUGGESTED MOTION:

Motion to approve the revised quote for the Samsara fleet management system to include 45 forward-facing cameras to support verification of Solid Waste services.

ATTACHMENTS:

[Revised Samsara Quote](#)

Quote #: Q-2245423

Issued Date: 09-18-2025

Expires 09-30-2025

Sourcewell Contract #: 102924-SAM

Prepared For:

City of Bradenton, FL
101 Old Main St
Bradenton,
Florida
34205

Prepared By:

Tim Causby
tim.causby@samsara.com

Cost Overview

License Term: 60 Months

License Cost	USD \$299,070.00
Hardware and Accessories	USD \$0.00
Non Recurring Discount(s) (First Invoice Only)	(\$19,938.00)
Estimated Shipping and Handling	USD \$2,164.50
Estimated Total Sales Tax	USD \$0.00
Estimated First Year Payment	USD \$42,040.50
Estimated Payments Beginning Year Two	USD \$59,814.00
Estimated Third Year Payment	USD \$59,814.00
Estimated Fourth Year Payment	USD \$59,814.00
Estimated Fifth Year Payment	USD \$59,814.00

If shipping is 'Pending' - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is 'Pending' - Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Product Overview

SHIP TO Heather Lutz-Silver
888 13th Ave E
Bradenton, Florida, 34208-2637
United States

Hardware & Accessories

Total Price

Vehicle IoT Gateway, model VG55 HW-VG55-NA • QTY: 195	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939 • QTY: 195	\$0.00
VG5x Aux Cable CBL-VG-CAUX • QTY: 195	\$0.00
Forward-facing dash-camera, Series 4 HW-CM33 • QTY: 45	\$0.00

Total Price: **\$0.00**

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 195	\$218.40	\$42,588.00
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 45	\$343.20	\$15,444.00
Live Streaming LIC-CM-STRM• QTY: 45	\$39.60	\$1,782.00
Total Price:		\$59,814.00

Non Recurring Discount(s)	Total Price
Free Months Rebate	(\$19,938.00)
DC-FUTURE-FREE-MONTHS	
Total Price:	USD (\$19,938.00)

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is

associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

During the Initial Term under this Order Form, Samsara is providing a one-time credit of 4 free months for the licensed devices purchased under this Order Form. This credit will not apply to any Renewal Term or for any add-on purchases made by Customer and the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:**Bill To:**

City of Bradenton, FL
101 Old Main St
Bradenton, Florida, 34205

Billing Contact::

Name: Heather Lutz-Silver
Title: Executive Assistant of Public Works
Billing Email: Heather.Lutz-Silver@bradentonfl.gov
Phone Number: 9417086343

Payment Information:

Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Rebecca Desch, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Drone Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)

SUGGESTED ACTION: Approval to submit for FDLE grant, not to exceed \$25,000, for fire department emergency operations drone purchase and training.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

FDLE grant, not to exceed \$25,000, for fire department emergency operations drone purchase and training.

FINANCIAL IMPACT:

\$0 (grant to provide up to \$25,000 with no cash match)

ATTORNEY REVIEW/RECOMMENDATION:

Not contacted, but FDLE agreement compliant with state law.

SUGGESTED MOTION:

Motion to approve the Drone Program Financial Assistance Agreement with the FDLE.

ATTACHMENTS:

[Drone Program Financial Assistance Agreement with the FDLE](#)

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Bradenton Fire Department**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette

Title: Research & Planning Administrator

Phone: 850-617-1268

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Timothy Geer

Title: Fire Chief

Phone: 941-932-9625

Email: Timothy.Geer@BradentonFL.gov

Chief Official

(please print)

Name: Rob Perry

Title: City Administrator

Phone: 941-932-9442

Email: Rob.Perry@BradentonFL.gov

Financial Contact:

(please print)

Name: Rebecca Desch

Title: Business Operations Manager

Phone: 941-932-9625

Email: Rebecca.Desch@BradentonFL.gov

Alternate Point-of- Contact

(please print)

Name: Corey Phipps

Title: Firefighter

Phone: 208-608-9347

Email: Corey.Phipps@BradentonFL.gov

Recipient's Vendor ID (FEID/EIN): 59-6000-283

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Bradenton Fire Department

Address 1: 1010 Dr Martin Luther King AVE W.

Address 2: 1010 Old Main St

City, State, Zip: Bradenton, FL 34205

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient City of Bradenton Fire Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____ Rob Perry, City Administrator

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Funding Request Form

Recipient: City of Bradenton Fire Department

County: Manatee



1. Recipient Type (select all that apply):

- ☒ New Recipient (no funds received under this program)
☐ Located in a [fiscally constrained county](#)
☐ None of the above

2. How many drone pilots do you currently have on staff? 0

3. How many additional pilots are you seeking to train/certify? 20

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 1

Based on your request, you are seeking an award amount of \$ 25,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

This new drone would assist us with coordinating rescues in our waterways and having the ability to identify hazards at fire incidents. The drone would assist with scene documentation along with tactics/strategy decisions on scene. This drone program would be available to all agencies we respond with in Manatee County or as needed by request in our Region/State.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Timothy Geer

Digitally signed by Timothy Geer
Date: 2025.10.07 10:45:56 -04'00'

Date: 10/07/2025

Name/Title: Timothy Geer / Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase _____ drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: _____

Authorized Official

Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** RESOLUTION 25-84 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0016 AUTHORIZING A DOCK FOR PROPERTY SEPARATED FROM A BODY OF WATER BY A PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY AT 2101 RIVERVIEW BLVD, BRADENTON, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve subject to stipulations or deny Resolution 25-84.

Is this item Quasi-Judicial?

Yes

Does this item require a public hearing?

Yes

EXPLANATION:

The applicant is requesting a special use permit to construct a new private dock that extends into Manatee River across the public right-of-way (Riverview Boulevard) from their property.

The subject dock, if approved, will be 50 feet in length and 400 square feet in total size. The original dock was damaged by hurricanes, and the applicant is requesting to demo the remains and rebuild to the original footprint.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:

Motion to either approve with the stipulations recommended by staff or deny Resolution 25-84.

ATTACHMENTS:

[Resolution 25-84](#)

[Staff Report](#)

[Application Materials](#)

Resolution 25-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0016 AUTHORIZING A DOCK FOR PROPERTY SEPARATED FROM A BODY OF WATER BY A PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY AT 2101 RIVERVIEW BLVD, BRADENTON, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Carl and Lura Springfels ("Property Owners") own the property located at 2101 Riverview Boulevard, more particularly described in Exhibit "A" (the "Property"); and **WHEREAS**, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the property as Low Density Residential; and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Single Family (R-1) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations identifies dock/piers as a permitted use in the R-1 zoning district; and

WHEREAS, a residential dock for property separated from a body of water by a public-right-of-way or public property requires a special use permit; and

WHEREAS, the Property Owners submitted an application for a Special Use Permit to construct a private, residential dock on property separated from a body of water by a public-right-of-way or public property, as generally depicted on the Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the Planning and Zoning Board held a noticed public hearing on September 17, 2025 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on October 8, 2025 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning and Zoning Board, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

- a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
- b. The Property Owner is requesting approval of a Special Use Permit construct a private, residential dock on property separated from a body of water by a public-right-of-way or public property, as generally depicted on the Site Plan attached hereto as Exhibit "B".
- c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
- d. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
- e. The Planning Commission recommended approval.

The proposed use, meets the requirements of Section 3.3.3.1 of the Land Use Regulations, as described below:

- a. The dock will not be attached to the seawall. *See Section 3.3.3.1 (a).*
- b. The dock exceeds the 10-foot minimum setback requirement. *See Section 3.3.3.1 (b).*
- c. The Property Owners will execute a grant of easement with the City of Bradenton for use of the waterfront property and construction of the dock. The Property Owners will furnish a copy of the grant of easement with the dock permit application. *See Section 3.3.3.1 (c).*
- d. The dock will be similar in design to surrounding docks, which are used for private, recreational boating and water access. *See Section 3.3.3.1 (d).*
- e. FDEP self-certification, approval, or exemption will be provided prior to the commencement of construction of the dock. *See Section 3.3.3.1 (e).*

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to construct a private, residential dock up to a maximum of 180 linear feet, as generally depicted on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

1. The dock shall be kept in good working order and condition, to not degrade from the value of nearby properties. Dock design, including amenities, shall meet the requirements of all City of Bradenton ordinances.
2. Lighting must be according to FDEP requirements.
3. All other applicable state or federal permits be obtained before commencement of the development. Any conditions associated with the required FDEP permit will be met at time of construction.
4. Any extension of utilities, staging of equipment and material, or access in or across the public right of way, shall require appropriate City of Bradenton Right of Way permits.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. The effective date of this Special Use Permit shall be upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 8TH DAY OF OCTOBER, 2025.

**THE CITY OF BRADENTON, BY AND
THROUGH THE CITY COUNCIL OF THE CITY
OF BRADENTON**

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT A

Legal Description

DESCRIPTION (O.R. 1295, PAGE 3106)

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE AND BEING IN MANATEE COUNTY, STATE OF FLORIDA, TO-WIT:

BEGIN 25 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 33, LE CHALET SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 18 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE CONTINUE NORTH ALONG THE WEST LINE OF SAID LOT 33, A DISTANCE OF 293 FEET TO THE SHORES OF THE MANATEE RIVER; THENCE SOUTHEASTERLY, ALONG SAID SHORES 255 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE CENTERLINE OF 21ST STREET WEST; THENCE SOUTH ALONG SAID CENTERLINE 167 FEET TO A POINT ON A LINE LYING 25 FEET NORTH OF THE SOUTH LINE OF SAID LOT 33; THENCE WEST ALONG SAID LINE 202.5 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS.

LESS RIGHT-OF-WAY FOR 21ST STREET WEST AND RIVERVIEW BOULEVARD.

AND LESS THE WEST 1.5 FEET THEREOF.

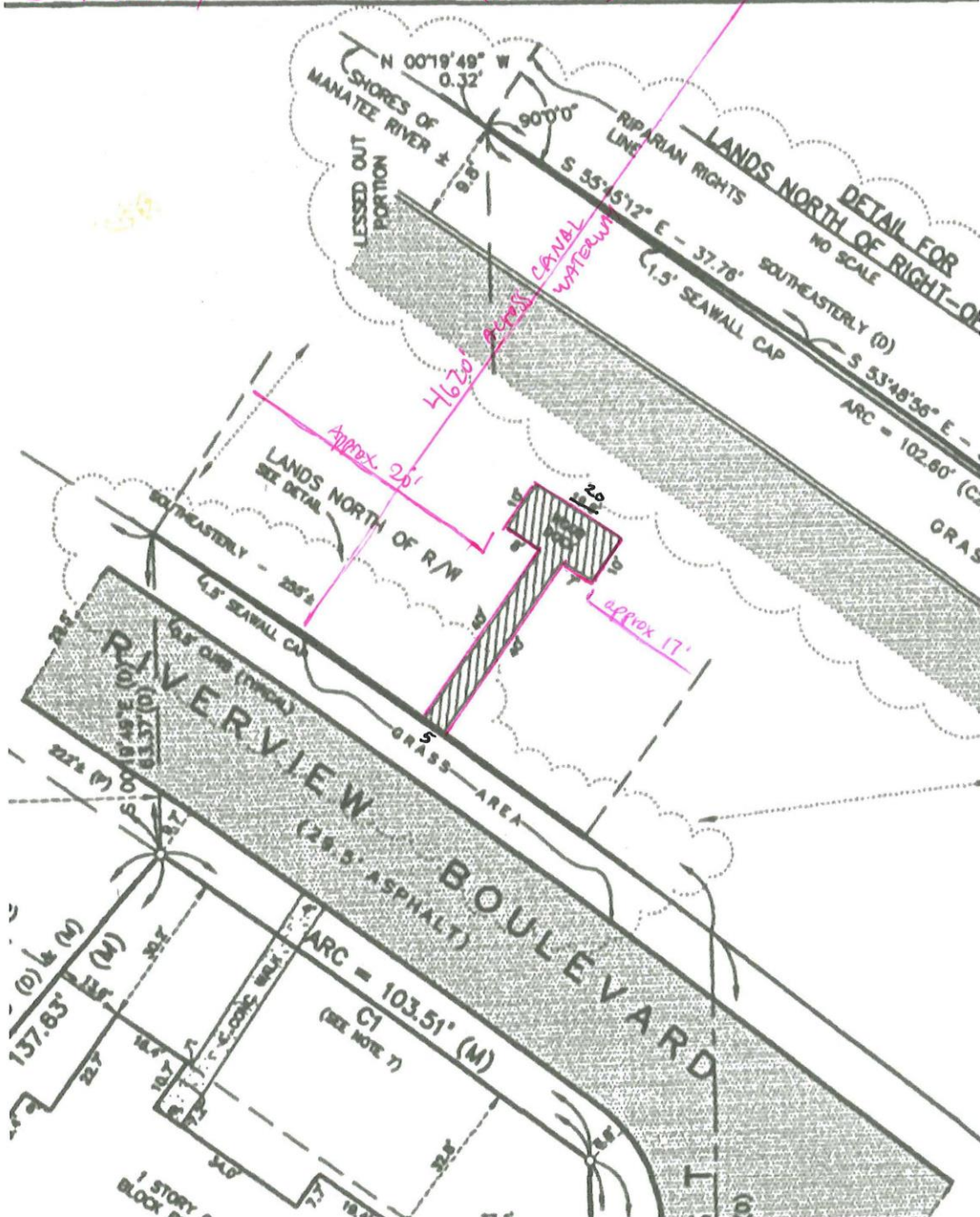
AND LESS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWESTERLY PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 711, PAGE 1000, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 33, LE CHALET SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 18, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N00°19'49"W ALONG THE WEST LINE OF SAID LOT 33 A DISTANCE OF 92 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°19'49"W ALONG SAID WEST LINE OF LOT 33 A DISTANCE OF 226 FEET MORE OR LESS TO THE SHORES OF THE MANATEE RIVER; THENCE SOUTHEASTERLY ALONG SAID SHORES A DISTANCE OF 109 FEET MORE OR LESS TO A POINT ON SAID SHORES LYING 92.71 FEET EASTERLY OF SAID WEST LINE OF LOT 33; THENCE S00°19'49"E PARALLEL TO AND 92.71 FEET EASTERLY OF SAID WEST LINE OF LOT 33 A DISTANCE OF 63.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW BOULEVARD; THENCE S41°10'40"W A DISTANCE OF 139.89 FEET TO THE POINT OF BEGINNING BEING AND LYING IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS.

SITE PLAN

- DEMO Existing structure
- Rebuild back to original footprint.
- 5' x 40' Access / 10' x 20' terminal (400 SQFT)



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
October 8, 2025

Staff Report

Case Number: PLN-25-0016; RES 25-84
Applicant: Jesus Ayvar, Mariner Dock & Seawall, agent for Carl Springfels, owner
Address: 2101 Riverview Boulevard, Bradenton, FL 34205
Parcel ID: 3384900159
Zoning/Future Land Use: R-1/RESLOW
Flood Zone: VE/AE

Surrounding Property:

Zoning:

North: Manatee River

South, East, and West: R-1 (Single Family)

Future Land Use:

North: Manatee River

South, East, and West: RESLOW

Summary of Request and Staff Recommendation

The applicant is requesting a special use permit to construct a new private dock that extends into Manatee River across public Right of Way (Riverview Boulevard) from their property.

The subject dock, if approved, will be 50 feet in length and 400 square feet in total size. The original dock was damaged by hurricanes and the applicant is requesting to demo the remains and rebuild to the original footprint.

A Special Use Permit is required because there was no record of a previous special use approval. The original dock was significantly damaged and, without a Special Use Permit, would be nonconforming today.

A special use permit is required for owners of waterfront property without riparian rights seeking a dock on public waterfront provided there is no private property intervening between the proposed dock location and the applicant's property.

All other dimensions of the dock meet requirements of Land Use Regulations.

GENERAL STANDARDS:

3.3.1 All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

REVIEW CRITERIA:

3.3.3.1 *General standards.* Properties which are separated from a water body by a public right-of-way or public property must obtain a special use prior to installation of any dock, pier, or other appurtenance. Approval of any such dock, pier, or other appurtenance is subject to the following conditions:

- a. The dock, pier or appurtenances shall not be attached to any seawall or other structure located in the public right-of-way.

Staff Response: The dock will not be attached to the seawall.

- b. Setbacks as specified by the Department of Environmental Protection must be complied with in the dock design, a minimum of ten feet.

Staff Response: The dock exceeds the 10 foot minimum setback requirement.

- c. The property owner will sign a grant of easement with the City of Bradenton for usable of the waterfront property and construction of the dock pier or appurtenance. The easement specifies that the City of Bradenton deems the removal of the dock necessary, it will be removed at the property owner's expense.

Staff Response: The applicant will furnish said agreement with the dock permit application.

- d. The dock, pier, or appurtenance will be compatible and appropriate with adjacent properties or other properties within the district.

Staff Response: The dock is similar in design to surrounding docks, which are used for private recreational boating and water access.

- e. The dock, pier, or appurtenance must be approved by the Department of Environmental Protection prior to issuance of a building permit.

Staff Response: FDEP self-certification, approval or exemption will be provided prior to the commencement of construction. According to Florida Statutes. FS 166.033 (5) prohibits a municipality from requiring as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit. (6) states that a municipality shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

If approved, staff recommends the following stipulations, as amended by Planning Commission:

1. The dock shall be kept in good working order and condition, to not degrade from the value of nearby properties. Dock design, including amenities, shall meet the requirements of all City of Bradenton ordinances.
2. Lighting must be according to FDEP requirements.
3. All other applicable state or federal permits be obtained before commencement of the development. Any conditions associated with the required FDEP permit will be met at time of construction.
4. Any extension of utilities, staging of equipment and material, or access in or across the public right of way, shall require appropriate City of Bradenton Right of Way permits.

On September 17, 2025, Planning Commission voted unanimously to recommend approval of this Special Use Permit.

Respectfully submitted,

A handwritten signature in black ink, reading "Jamie Schindewolf". The signature is written in a cursive, flowing style.

Jamie Schindewolf, Senior Planner
Planning & Community Development

ATTACHMENTS:

- Exhibit 1: Location Map
- Exhibit 2: Future Land Use Map
- Exhibit 3: Zoning Map
- Exhibit 4: Special Use Site Plan

EXHIBIT 1: LOCATION MAP

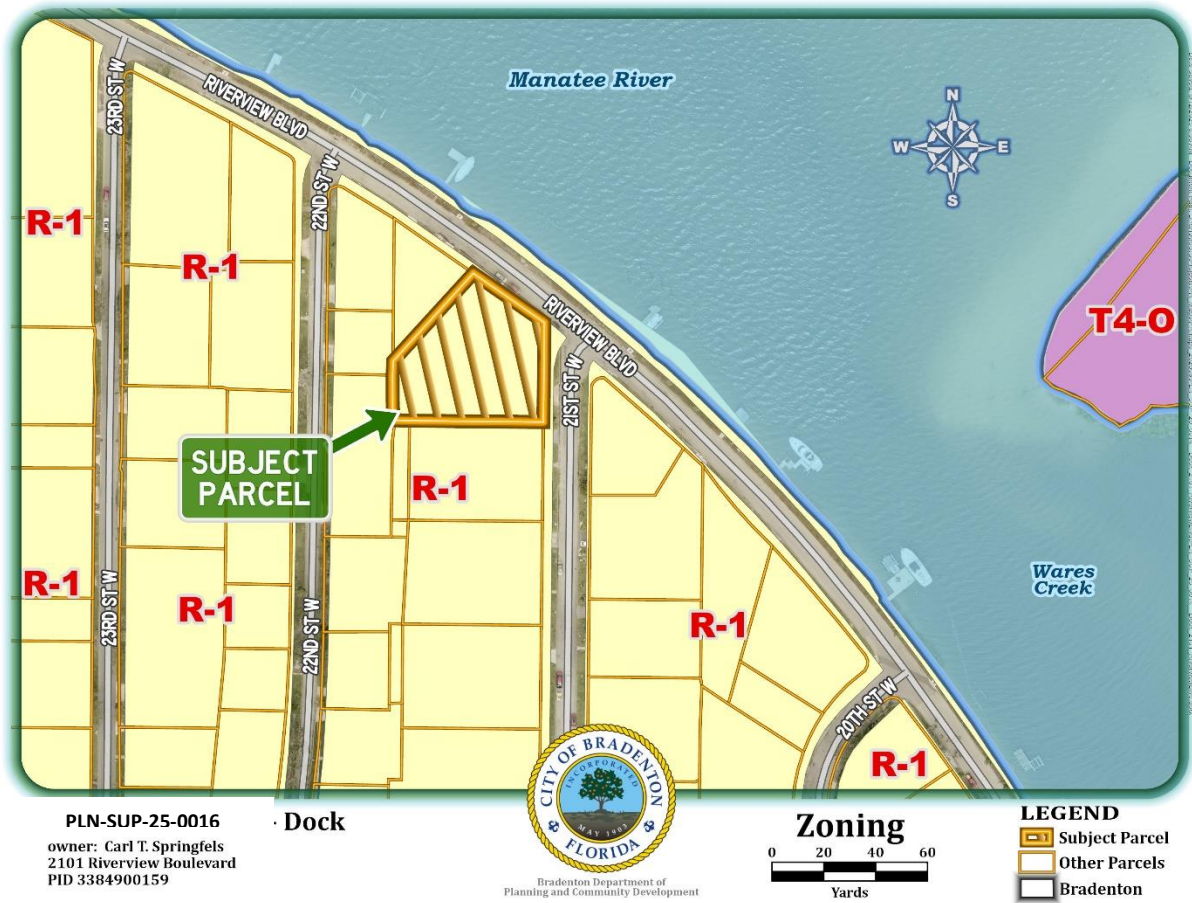


PLN-25-0016
2101 Riverview Boulevard
PID 3384900159

EXHIBIT 2: FUTURE LAND USE MAP

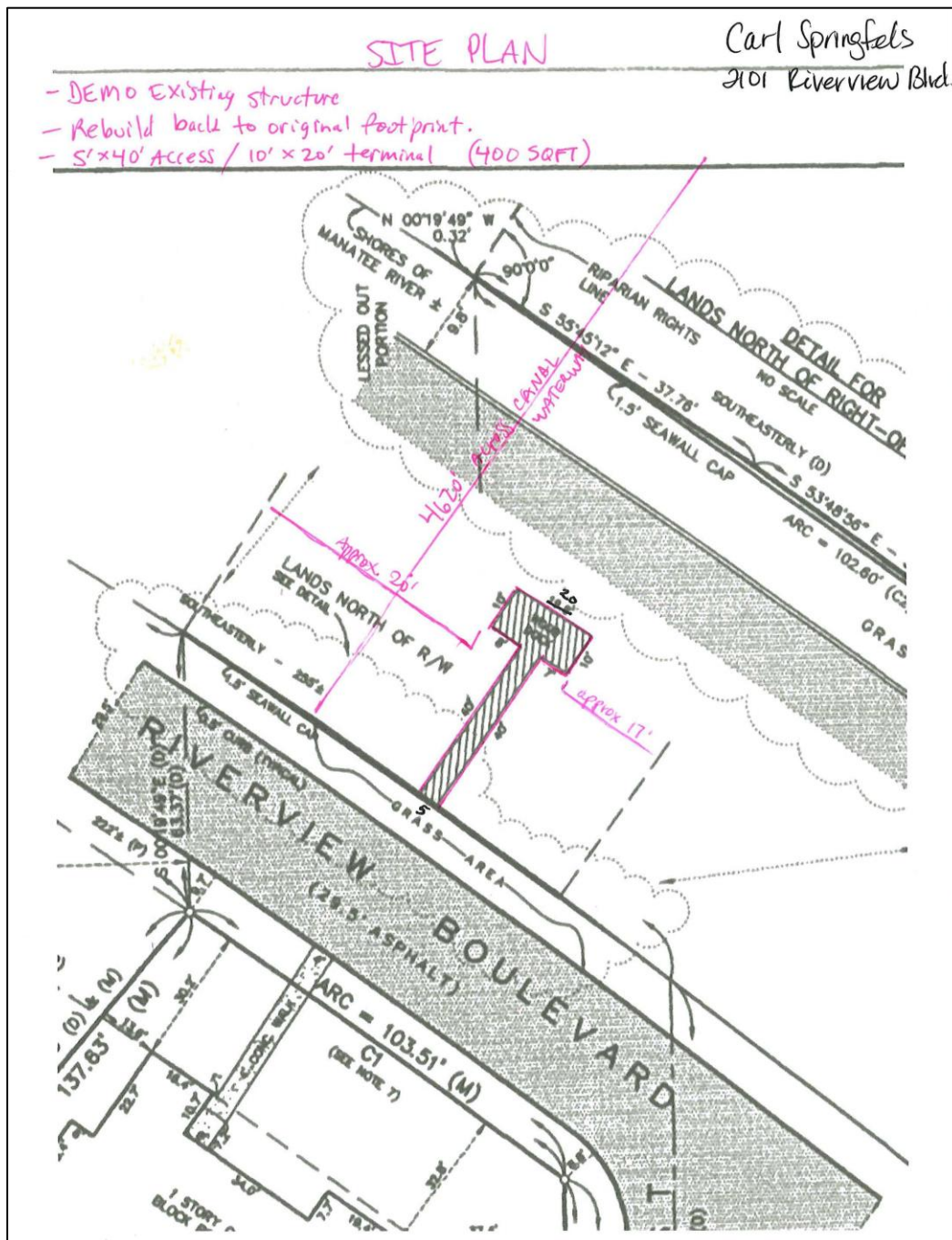


EXHIBIT 3: ZONING MAP



PLN-25-0016
2101 Riverview Boulevard
PID 3384900159

EXHIBIT 4: SPECIAL USE SITE PLAN



PLN-SUP-25-0016

Menu Reports Help

File Date: 08/12/2025

Application Status: [Scheduled-Planning Commission](#)

Assigned To:

Application Name:

Application Detail: [Detail](#)

Scope of Work: [Reconstruct 5' x 40' access dock out to a 20' x 10' terminal dock \(build to previously existing footprint\).](#)

Application Type: [Special Use Permit](#)

Documents:	File Name	Document Group	Category	Description	Type	Document Status	Docum
	Carl Springfels - Agen...	PLANNING	Other	Agent Authorization...	application/pdf	Uploaded	08/12/2
	Carl Springfels - Find...	PLANNING	Signed Findings...	Findings of Fact	application/pdf	Uploaded	08/12/2
	Carl Springfels - Site...	PLANNING	Other	Contractor Site Plan	application/pdf	Uploaded	08/12/2
	Carl Springfels - Surv...	PLANNING	Other	Survey	application/pdf	Uploaded	08/12/2
	Show all						

Address: [2101 RIVERVIEW Blvd, BRADENTON, FL 34205](#)

Owner Name: [SPRINGFELS CARL T](#)

Owner Address: [2101 RIVERVIEW BLVD, BRADENTON, FL 34205 430](#)

Parcel No: [3384900159](#)

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
------------------------------	---------	----------------	--------------	------	---------------	--------------------

Application Comments:	View ID	Comment	Date
-----------------------	---------	---------	------

Initiated by Product: ACA

Contact Info:	Name	Organization Name	Contact Type	Status
	Jesus Ayvar	MARINER DOCK & ...	Applicant	Active
	Carol Springfels		Property Owner	Active

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$1,870.00](#)

Total Fee Invoiced: [\\$1,870.00](#)

Balance: [\\$0.00](#)

Custom Fields:	SPECIAL USE	Other
Type		
3.3.3 Dock		—

MEETING INFORMATION

[Meeting Type](#) [Date](#) [Status](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Intake	Jamie Schindewolf	Ready for Pr...	08/21/2025	Jamie Schindewolf
	Case Manager	Jamie Schindewolf	Ready for Re...	08/21/2025	Jamie Schindewolf
	Building Review				
	Public Works Review				
	Fire Review				
	Other Reviews				
	Planning Review		Pass	08/21/2025	Jamie Schindewolf
	Review Consolidation		Scheduled fo...	08/21/2025	Jamie Schindewolf
	DRC				
	Planning Commission	Jamie Schindewolf			
	City Council #1				
	City Council #2				

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
-------------------	------	----------------	--------	------------	----------	-----------

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments
--------------------------------	-----------------	----------------	-----------	--------	----------

Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status	Comments
-----------------------	-----------------	-----------------	-----------	--------	----------



Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2101 Riverview Blvd., Bradenton, FL 34205

I, Carl Springfels, the registered property owner(s) of the above noted property, do hereby authorize

Jesus Ayvar

Mariner Dock & Seawall

Print Name of Agent

Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

[Signature]

Signature of Owner(s)

Owner(s) Address (if different than property above)

[Signature]

Signature of Agent

4802 Lena Rd. #105, Bradenton FL

Agent Address and Phone

34211

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence

or ☐ online notarization, this 4th day of August, produced DL

_____ respectively, as

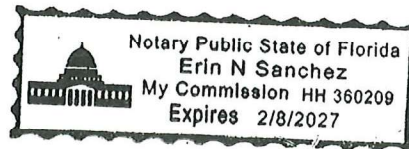
identification and who did (did not) take an oath:

[Signature]

Signature

Erin Sanchez, Notary Public
Print Name

State of Florida
My Commission Expires: 2/8/2027



From: CARL SPRINGFELS <lurafnp@verizon.net>

Findings of Fact - Special Use Permit

2101 Riverview Blvd., Bradenton, FL 34205
Prepared By: Carl Springfels
Dated: 8/1/2025

To All it May Concern:

My dock at 2101 Riverview Blvd. was erect in the early 1990's (1991, 1992, 1993) by Duncan Seawall. Records of contractor, city, and owner have not been retained or are otherwise are unavailable. Hurricane Milton removed the decking and misaligned several pilings.

I hereby request a Special Use Permit to restore the dock. To comply, I offer:

1. Ingress and egress is not impacted and emergency access is not inhibited.
2. The dock for personal use only generating NO smoke, noise, glare, dust, vibration, fumes, or pollution's to adjoining properties.
3. Other than seagulls processing seafood and invited "fisher kids" Minimal waste is produced easily dispensed in household containers.
4. No utilities to be installed.
5. Chain gate and No Trespassing sign will greet uninvited visitors.
6. No sign, lights or traffic issues presented. A restored dock increases harmony with surrounding properties.
7. A restored dock will increase the economic value of the surrounding .
8. The dock is adequate for my use.
9. In being the last in stretch of Riverview Blvd. to effect restoration I will then be compatible and appropriate to adjacent properties.
10. As explained in 2. , no environmental quality degrading will exist.
11. The City allowed restoration to my neighbors docks, my restoration would also be as consistent to the Comprehensive Plan.

V/R

Carl Springfels

Sent from my iPad

Signed by:

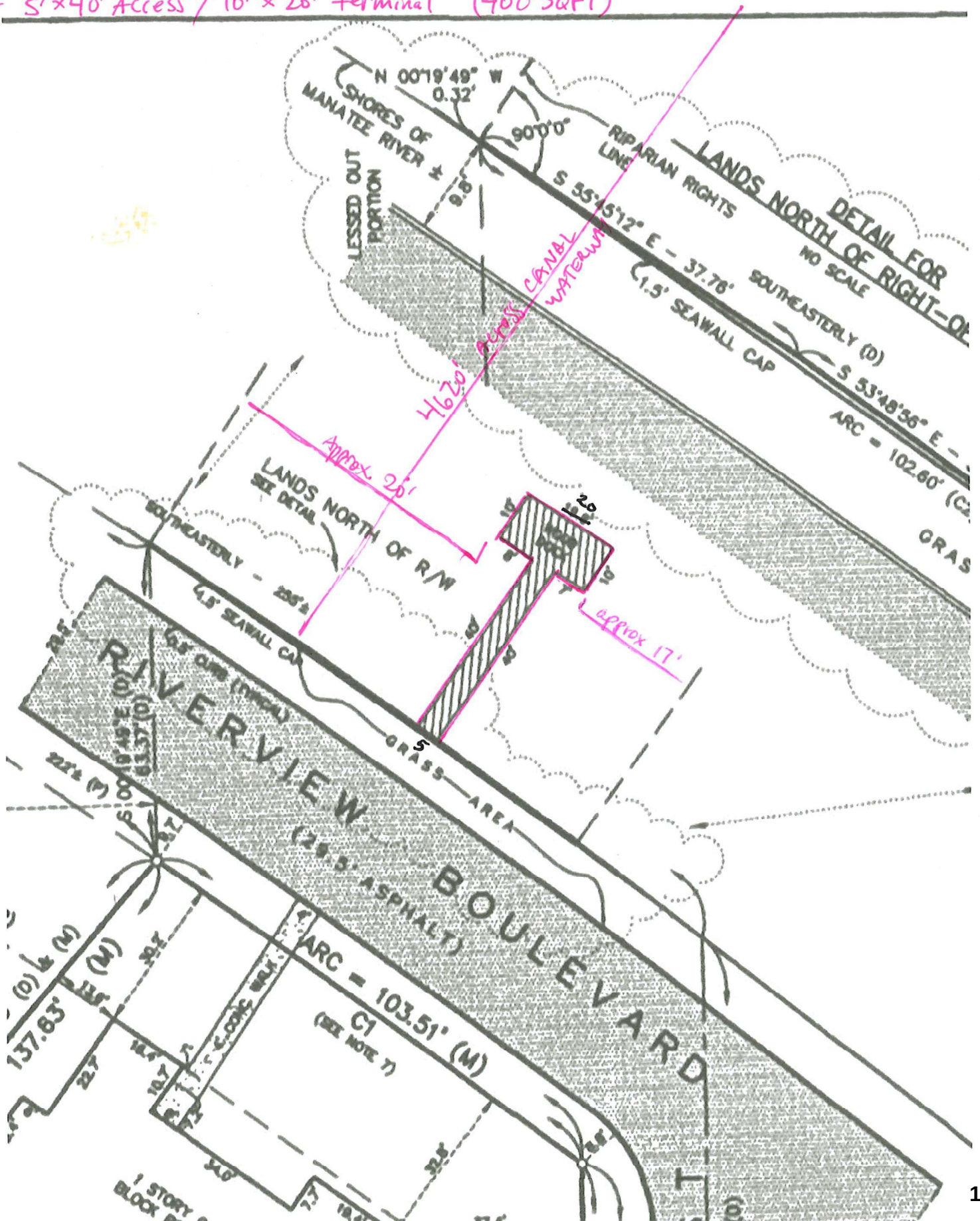


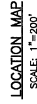
D1262C8FD34B43B...

SITE PLAN

Carl Springfels
2101 Riverview Blvd.

- DEMO Existing structure
- Rebuild back to original footprint.
- 5'x40' Access / 10'x20' terminal (400 SQFT)





CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	2587.63'	103.51'	02°13'32"	103.51'	S 53°19'01" E
C2	2637.63'	102.60'	02°13'43"	102.59'	N 54°07'50" W

DESCRIPTION (O.R. 1295, PAGE 3106)

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE AND BEING IN MANatee COUNTY, STATE OF FLORIDA, TO-WIT:

BEING 25 FEET NORTHERN OF THE SOUTHWEST CORNER OF LOT 33, THE CHALLET SUBDIVISION AS PER PLAN 78-06 RECORDED IN PLAT BOOK 5, PAGE 18 OF THE PUBLIC RECORDS OF MANatee COUNTY, FLORIDA, BEING 25 FEET NORTH OF THE CENTERLINE OF A 20' WIDE ALLEGE, 203.93 FEET TO THE SHORES OF THE MANATEE RIVER; THENCE SOUTHEASTERLY, ALONG SAID SHORES 255 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE CENTERLINE OF 21ST STREET WEST; THENCE SOUTH ALONG SAID CENTERLINE 167 FEET TO A POINT ON A LINE 21ST STREET WEST; THENCE EAST ALONG SAID LINE 107.33 FEET TO THE BEGINNING OF THE RIGHT-OF-WAY OF THE SEVEN MILE CREEK CANAL; THENCE EAST ALONG SAID CANAL 167 FEET TO THE BEGINNING OF THE RIGHT-OF-WAY OF THE SEVEN MILE CREEK CANAL; THENCE EAST ALONG SAID CANAL 167 FEET TO THE BEGINNING OF THE RIGHT-OF-WAY OF THE SEVEN MILE CREEK CANAL.

IFSS RIGHT-OF-WAY FOR 21ST STREET WEST AND RIVERVIEW BOULEVARD.

AND LESS THE WEST 1.5 FEET THEREOF.

AND LESS THE FOLLOWING DESCRIBED PROPERTY:
THE NORTHWESTERLY PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 711, PAGE 1000, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING MORE OR LESS THE SOUTHWESTERLY CORNER OF SAID PARCEL OF LAND, THEREIN SHOWN AS BEING 800' BY 635';
THENCE NORTH 91° 45' E., A DISTANCE OF 133.89 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 19° 14' W., A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 19° 14' W., A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 91° 45' E., A DISTANCE OF 133.89 FEET TO THE POINT OF BEGINNING.

NOTES:

1. RECORDS SHOWING HEREON REFERRED TO THE WEST RIGHT-OF-WAY LINE OF 21ST STREET WEST BEING S00°27'01"E, AS PER DEED DESCRIPTION.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONE "A" (BASE FLOOD ELEVATION = 8) OF THE FLOOD INSURANCE RATE MAP, FIRM NUMBER 120105-5009-C (FIRM INDEX DATE 11/76/83), AND THEREFORE IS SUBJECT TO FLOODING.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE CERTIFIED TO WILL BE AT THEIR SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
6. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
7. PLAT REPRESENTS STREET RIGHT-OF-WAY AS A CURVE, BUT NO CURVE INFORMATION WAS OBTAINED FROM THE RECORDS. THEREFORE, THE CURVE SHOWN IS ASSUMED TO BE LOCATED IN THE FIELD.

ADDRESS:

ADDRESS:
2101 RIVERVIEW BOULEVARD
BRADENTON, FLORIDA

CERTIFIED TO:

* CARL T. SPRINGFELS

BOUNDARY SURVEY

FOR: CABINET SPRINGFIELD

LYING IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 17 EAST,
MANATEE COUNTY, FLORIDA.

Leo Mills & Associates, Inc.

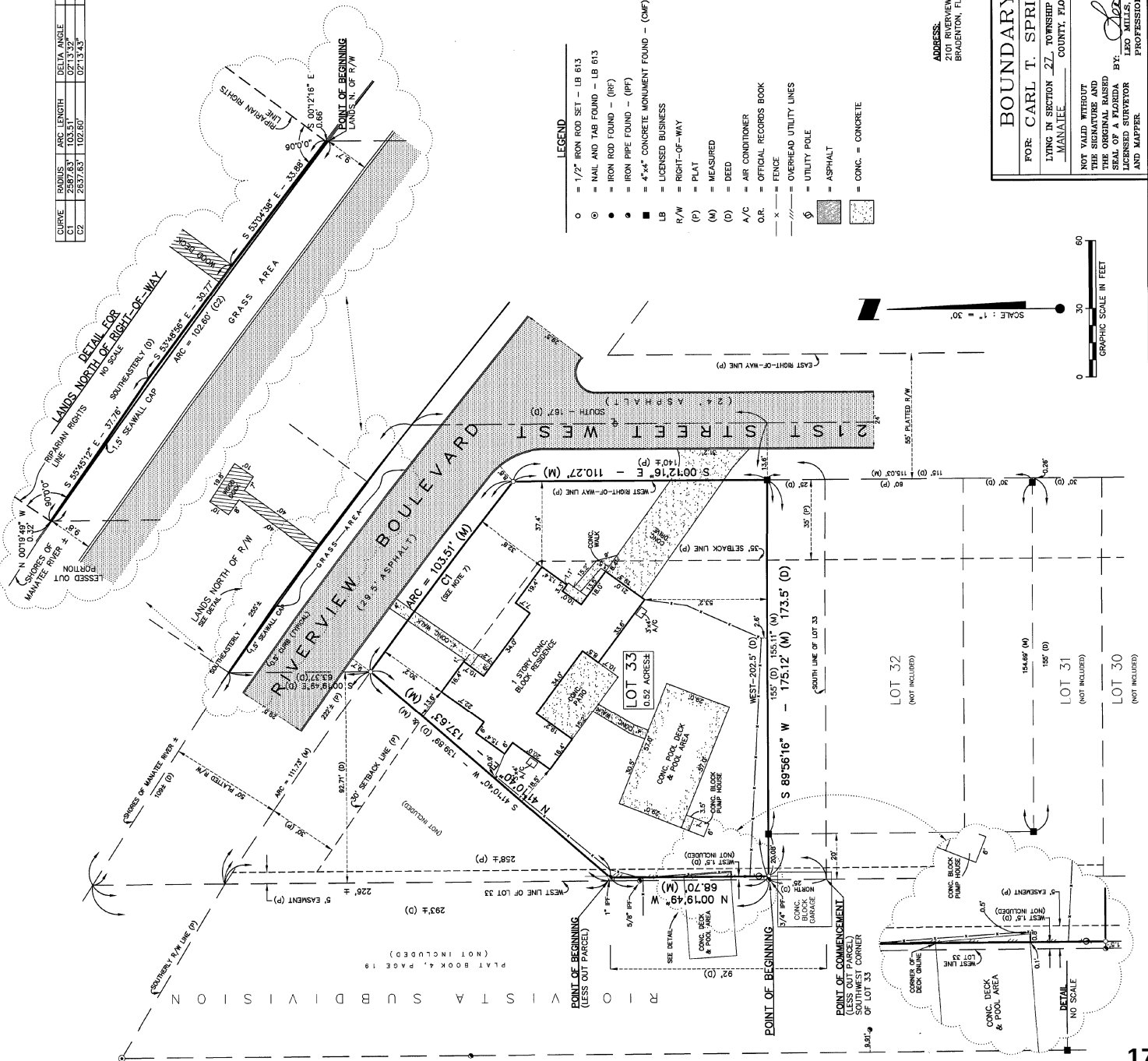
LICENSED BUSINESS #613
SURVEYING - LAND PLANNING

SURVEYING - LAND LEARNING
 620 8th AVENUE 22 NORTH POLK AVENUE
 BIRMINGHAM, AL 35201 ARCADIA, MI 48266

ARCADIA, FL 34266
(863) 993-4141

LEO MILLS, REGISTERED STATE OF TEXAS
PROFESSIONAL SURVEYOR AND MAPPER No. 1735

10



Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 25-86
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

To enact a new rate fee structure for stormwater so as to more accurately reflect the costs of operation of the stormwater utility system, to decrease the dependence upon any general fund revenues and to remain in compliance with its loans and covenants. The City of Bradenton rates for stormwater shall be as set forth on the Stormwater Rates attached. Any charges not addressed in this Resolution on the summary of rates attached that are currently being charged by the City shall remain in full force and effect.

The amended rates for stormwater shall take effect November 1, 2025. The amended rates reflect a 3.00% adjustment to the current rates.

FINANCIAL IMPACT:

Rate adjustment to offset increased operational costs for labor, materials and chemicals.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by the City attorney.

SUGGESTED MOTION:

Motion to approve Resolution 25-86.

ATTACHMENTS:

[Resolution 25-86](#)

RESOLUTION NO. 25-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there currently exists on file at the City Clerk's office a rate structure for utilities set by the City of Bradenton including fees for stormwater management; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate fee structure so as to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues and to remain in compliance with its bond issues and covenants; and

WHEREAS, the current rate structure is to be increased by three (3.00) percent, as provided herein.

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

1. The City's rates for stormwater utility services shall be as set forth on that list of stormwater rates attached hereto and shall be maintained in the office of the City Clerk.
2. Any fees and charges not modified by this Resolution shall remain in full force and effect.
3. All prior resolutions in conflict herewith shall be repealed to the extent of such conflict.
4. This Resolution, and the rates for stormwater management fees adopted herein, shall take effect on November 1, 2025.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF OCTOBER 2025.

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

STORMWATER RATES
City of Bradenton
Proposed Effective November 1, 2025
(Resolution 25-86 Proposed 10-8-25)

The stormwater utility fee is based on the user fee concept in that the charge is based on the level of benefit received. In other words, the greater the stormwater impact by a property, the more that property will be charged.

Owners of developed property that is, property that contains impervious area (a building, a paved area), both residential and non-residential, are billed this fee. Residential property owners are billed a flat rate. Residential properties include single family homes, mobile homes, multi-family dwellings and condominiums.

Impervious Area	Fee
Residential	\$5.70 per residential unit

The formula for determining non-residential property fees is as follows:

Impervious Area (Non-residential)	Fee
0 to 7,999 square feet	\$5.70
8,000 to 47,999 square feet	\$27.38 plus \$2.99 per 1,000 square feet over 8,000
48,000 square feet and up	\$146.98

For example, if a non-residential property has 10,000 square feet of impervious area, there is a \$27.38 base charge for the first 8,000 square feet, plus \$5.98 for the additional 2,000 square feet. Therefore, the calculated stormwater fee would be \$33.36.

Impervious Area in Square Feet (Non-Residential)			FY 2026
0	to	7,999	5.70
8,000	to	8,999	27.38
9,000	to	9,999	30.37
10,000	to	10,999	33.36
11,000	to	11,999	36.35
12,000	to	12,999	39.34
13,000	to	13,999	42.33
14,000	to	14,999	45.32
15,000	to	15,999	48.31
16,000	to	16,999	51.30
17,000	to	17,999	54.29
18,000	to	18,999	57.28
19,000	to	19,999	60.27
20,000	to	20,999	63.26
21,000	to	21,999	66.25
22,000	to	22,999	69.24
23,000	to	23,999	72.23
24,000	to	24,999	75.22
25,000	to	25,999	78.21
26,000	to	26,999	81.20
27,000	to	27,999	84.19

Impervious Area in Square Feet (Non-Residential)			FY 2026
28,000	to	28,999	87.18
29,000	to	29,999	90.17
30,000	to	30,999	93.16
31,000	to	31,999	96.15
32,000	to	32,999	99.14
33,000	to	33,999	102.13
34,000	to	34,999	105.12
35,000	to	35,999	108.11
36,000	to	36,999	111.10
37,000	to	37,999	114.09
38,000	to	38,999	117.08
39,000	to	39,999	120.07
40,000	to	40,999	123.06
41,000	to	41,999	126.05
42,000	to	42,999	129.04
43,000	to	43,999	132.03
44,000	to	44,999	135.02
45,000	to	45,999	138.01
46,000	to	46,999	141.00
47,000	to	47,999	143.99
48,000	to	>48,000	146.98

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 25-85
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

To enact a new rate fee structure for City water, sewer and reclaimed water so as to more accurately reflect the costs of operation of the water, sewer, and reclaimed water systems, to decrease the dependence upon any general fund revenues and to remain in compliance with its loans and covenants. The City of Bradenton rates for water, sewer and reclaimed water shall be as set forth on the Water, Sewer and Reclaimed Rates attached. Any charges not addressed in this Resolution on the summary of rates attached that are currently being charged by the City shall remain in full force and effect.

The amended rates for water, sewer and reclaimed water shall take effect November 1, 2025. The amended rates reflect a 3.00% adjustment to the current

rates.

FINANCIAL IMPACT:

Rate adjustment to offset increased operational costs for labor, materials and chemicals.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by the City Attorney.

SUGGESTED MOTION:

Motion to approve Resolution 25-85.

ATTACHMENTS:

[Resolution 25-85](#)

RESOLUTION NO. 25-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there currently exists on file at the City Clerk's office a rate structure for utilities set by the City of Bradenton including fees for water, sewer and reclaimed water; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate fee structure so as to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues and to remain in compliance with its bond issues and covenants; and

WHEREAS, the current rate structure is to be increased by three (3.00) percent, as described herein.

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

1. The City's rates for water, sewer and reclaimed water services shall be as set forth on that list of water, sewer and reclaimed water rates attached hereto, and shall be maintained in the office of the City Clerk.
2. Any fees and charges not modified by this Resolution shall remain in full force and effect.
3. All prior resolutions in conflict herewith shall be repealed to the extent of such conflict.
4. This Resolution, and the rates for City water, sewer, and reclaimed water adopted herein, shall take effect on November 1, 2025.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF OCTOBER, 2025.

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

WATER, SEWER AND RECLAIMED RATES
City of Bradenton
Effective 11/1/2025
(Proposed Resolution 25-85)

I. Water Rates

A. Connection Charges

Meter Size (inches)	Connection Charge (with Meter)	Connection Charge (Tap Only)	Commercial Deposit	Residential Deposit
3/4	\$ 1,751	\$ 450	\$ 135	\$ 135
1	\$ 1,866	\$ 475	\$ 135	\$ 135
1 1/2	\$ 1,725	\$ 575	\$ 200	n/a
2	\$ 1,800	\$ 700	\$ 200	n/a
3	\$ 1,900	\$ 800	\$ 500	n/a
4	\$ 2,400	\$ 1,400	\$ 600	n/a
6	\$ 4,000	\$ 1,550	\$ 700	n/a
8	\$ 4,800	\$ 2,200	\$ 1,000	n/a
10	\$ 5,950	\$ 3,250	\$ 1,000	n/a
Over 10	Cost plus 25%			

B. Monthly Charge

1. Base Charge

WATER
METER

CUSTOMER CHARGE

SIZE (IN.)	Inside City Limits	Outside City Limits	
3/4	\$ 17.44	\$ 21.81	or number of living units served times \$8.14 (\$10.17) whichever is greater.
1	\$ 32.61	\$ 40.76	or number of living units served times \$8.14 (\$10.17) whichever is greater.
1 1/2	\$ 61.49	\$ 76.87	or number of living units served times \$8.14 (\$10.17) whichever is greater.
2	\$ 82.74	\$ 103.41	or number of living units served times \$8.14 (\$10.17) whichever is greater.
3	\$ 161.27	\$ 201.58	or number of living units served times \$8.14 (\$10.17) whichever is greater.
4	\$ 274.44	\$ 343.05	or number of living units served times \$8.14 (\$10.17) whichever is greater.
6	\$ 617.30	\$ 771.63	or number of living units served times \$8.14 (\$10.17) whichever is greater.
8	\$ 1,115.02	\$ 1,393.77	or number of living units served times \$8.14 (\$10.17) whichever is greater.
10	\$ 1,737.21	\$ 2,171.51	or number of living units served times \$8.14 (\$10.17) whichever is greater.
12	\$ 2,034.43	\$ 2,543.03	or number of living units served times \$8.14 (\$10.17) whichever is greater.
Over 12	To be determined by the Public Works & Utilities Director.		

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons	\$ 2.74	per 1,000 gallons
- Over 3,000 gallons	\$ 4.40	per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons	\$ 3.43	per 1,000 gallons
- Over 3,000 gallons	\$ 5.50	per 1,000 gallons

II. Sewer Rates

A. Connection Charges

Single Family Dwelling:	
- Single family dwelling unit containing not more than four (4) bedrooms.	\$ 1,550.00
- Each additional bedroom	\$ 672.00
Multi-Family Dwelling (i.e. Duplexes, Apartments, Condominiums, Motels, etc.):	
- The first units within each building or structure.	\$ 1,550.00
- The second unit within each structure.	\$ 672.00
- Each additional unit within the structure.	\$ 623.00
Commercial, Non-Housing Structure:	
- Commercial restaurants: for each 25 seats.	\$ 1,550.00
- Hospitals, nursing and convalescent homes including all related facilities (each bed).	\$ 1,550.00
- Offices and other commercial or industrial buildings or structures, each 3,000 square feet.	\$ 1,550.00
- For businesses, commercial or any type of industrial operations not specifically enumerated above and which have excessive wastewater flows and strengths as set forth in Ordinance no. 1142 and not clearly defined, the Director of Public Works or his designated representative will set the connection charge as a result of his findings.	To be calculated by Public Works and Utilities
All Other Structures (not mentioned above)	
- For any tap or connection for which no specific provision is made herein, each 3,000 square feet.	\$ 1,550.00

B. Monthly Charge

1. Base Charge

WATER

METER

CUSTOMER CHARGE

SIZE (IN.)

Inside City Limits

Outside City Limits

3/4	\$ 25.76	\$ 32.20	or number of living units served times \$12.96 (\$16.20) whichever is greater.
1	\$ 48.18	\$ 60.22	or number of living units served times \$12.96 (\$16.20) whichever is greater.
1 1/2	\$ 78.59	\$ 98.24	or number of living units served times \$12.96 (\$16.20) whichever is greater.
2	\$ 122.41	\$ 153.01	or number of living units served times \$12.96 (\$16.20) whichever is greater.
3	\$ 238.60	\$ 298.25	or number of living units served times \$12.96 (\$16.20) whichever is greater.
4	\$ 406.09	\$ 494.50	or number of living units served times \$12.96 (\$16.20) whichever is greater.
6	\$ 912.80	\$ 1,141.00	or number of living units served times \$12.96 (\$16.20) whichever is greater.
8	\$ 1,648.57	\$ 2,060.70	or number of living units served times \$12.96 (\$16.20) whichever is greater.
10	\$ 2,428.95	\$ 3,036.18	or number of living units served times \$12.96 (\$16.20) whichever is greater.
12	\$ 3,100.37	\$ 3,875.47	or number of living units served times \$12.96 (\$16.20) whichever is greater.

Over 12 To be determined by the Public Works & Utilities Director.

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons	\$ 2.34	per 1,000 gallons
- Over 3,000 gallons	\$ 5.19	per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons	\$ 2.92	per 1,000 gallons
- Over 3,000 gallons	\$ 6.49	per 1,000 gallons

4. Sewage Strength Surcharge

- If the BOD and suspended solids are above the limits for domestic sewage, add the following to the monthly sewage volume charge:

(BOD measured or)

(Estimated Mg/l -1 or)

(0.76)

(3.59)

(250)

(Suspended solids measured or)

(Estimated Mg/l -1 or)

(0.76)

(3.63)

(250)

III. Impact Fees

A. Water - \$62.24 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

B. Sewer - \$81.34 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

IV. Reclaimed Water Tapping Charge.

At the time of making application for tapping into City of Bradenton reclaimed water system, the applicant shall pay to the Department of Public Works, taking their receipt herefor, the sum to cover the cost of making the taps upon the reclaimed water mains as follows:

<u>Reclaimed Water Meter Size (Inches)</u>	<u>Connection Charge</u>
3/4	\$ 381.00
1	\$ 569.00
1 1/2	\$ 799.00
2	\$ 1,245.00
3	\$ 1,519.00
4	\$ 2,282.00
6	\$ 3,808.00
8	\$ 4,407.00
10	\$ 5,007.00

All meters 12-inches or larger shall be charged for at the cost of labor and material, including cost of meter plus twenty-five percent (25%) thereof.

V. Reclaimed Water Service Rates and Charges.

The monthly rates and charges to those served by the facilities and services afforded by the reclaimed water system of the City shall consist of a customer charge and volume charge as follows:

A. Base Charge

<u>Reclaimed Water Meter Size (Inches)</u>	<u>Base Charge</u>
3/4	\$ 6.26
1	\$ 10.03
1 1/2	\$ 18.81
2	\$ 25.08
3	\$ 50.16
4	\$ 81.52
6	\$ 188.14

Customers with reclaimed water meter size 8-inches and larger shall be required to enter into a service contract with the City which shall include customer charges.

B. Volume (usage) Charge

<u>Reclaimed Water Used per Month (Gallons)</u>	<u>Volume Charge (per 1000 Gallons)</u>
0 to 20,000	\$ 0.72
20,001 to 100,000	\$ 0.65
100,001 to 250,000	\$ 0.59
250,001 to 500,000	\$ 0.54
Over 500,000	\$ 0.43

Customer who average in excess of 500,000 gallons per month will be required to enter into a service contract with the City which shall include volume charges.

VI. Deposit Fees.

Deposit fees shall be required from all reclaimed water customers to ensure the payment of reclaimed water charges. Such deposit shall be held by the City without payment of interest. Customers who have an amount on deposit which is less than required shall not be required to make the increased deposit until there has been an interruption in reclaimed water service for nonpayment of charges.

<u>Reclaimed Water Meter Size (Inches)</u>	<u>Deposit Fee</u>
3/4	\$ 135.00
1	\$ 135.00
1 1/2	\$ 200.00
2	\$ 500.00
3	\$ 1,000.00
4	\$ 1,400.00
6	\$ 2,400.00
8	\$ 4,000.00
10 and above	\$ 5,000.00

VII. Billing and Collection of Reclaimed Water Charges.

- A. Reclaimed water charges as established herein may include placement of the fee as a line item on the existing Bradenton utility bill pursuant to Section 166.201, Florida Statutes, and Article VIII, Section 2 (b), Florida Constitution.
- B. The City shall include the monthly reclaimed water charges on its monthly utility bill for all reclaimed water customers served by the City's water and wastewater utility system. Reclaimed water customers who are not served by the City's water and wastewater utility system shall be billed monthly on a separate billing by the City.
- C. If any bill for reclaimed water service charges shall not be paid before the 20th day following the original date of billing, an additional charge equal to ten percent of the amount of such bill shall be added thereto. If the amount of such reclaimed water service charges shall not be paid within 30 days from the rendition of such bill, the Director of Public Works shall discontinue furnishing reclaimed water to such premises and shall disconnect the premises from the reclaimed water system of the City and shall proceed forthwith to recover the amount of such reclaimed water services in such lawful manner as he may deem advisable. The City shall be entitled to recover attorney's fees incurred in collecting delinquent fees.

VIII. Annual Adjustments

Each year beginning October 1st, water, sewer and reclaimed base and volume (usage) charges shall be subject to a potential increase by a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban consumers (CPI-U) as determined by the U.S. Department of Labor, Bureau of Labor Statistics for the last twelve (12) month period that will allow adequate time for public notice. Such increased rates shall become effective on October 1st unless otherwise revised by resolution of the City Council.

CITY CLERK FEE SCHEDULE
City of Bradenton
(fee policies on file in the City Clerk's office)

FEE	FEE DESCRIPTION	FEE AMOUNT	FEE AUTHORITY
Administrative	Fee charged to turn on or off a water meter or to obtain the final and/or start meter reading when utility accounts change account holders.	\$15.00	Sec. 70-153. - Charge for turning on or turning off water; service calls.
Tampering or Illegal Use	Fee charged when evidence of tampering with a city owned water meter as determined by the Utility Billing Department. Fee is charged on a per occurrence basis.	First Offense = \$250 Second Offense = \$500 Each occurring offense after = \$500	Sec. 70-40. - Unauthorized use or taking of water.
Water Meter Testing (customer requested)	Fee charged and paid by customer prior to requested meter being tested (a.k.a. bench tested). Test result in either a pass or fail. If test results are a pass, customer forfeits fee. If test results are a fail, customer will be refunded fee.	3/4" or 5/8" Meter = \$140.00. 1" or 1 1/2" Meter = \$225.00.	Sec. 70-64. - Schedule of fees
Additional Deposit	Additional deposit is applied to accounts that have been shut-off for non-payment. Additional Deposits are applied to the customer's account at the time the disconnection order is generated and must be paid prior to services being restored.	Additional Deposit amount is calculated based on a six (6) month average bill amount times two (2) months, plus \$15.00.	Sec. 70-151 (3). - Utility deposits prerequisite to service.
Credit or Debit Card Charge Back	A fee of no less than \$20 will be charged to the customer if their utility bill payment is returned through a bank chargeback. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum \$20	Sec. 70-64. - Schedule of fees.
NSF-Returned Item	A fee of no less than \$25 will be charged to the customer if their utility bill payment is returned through a bank NSF. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum \$25	Sec. 70-64. - Schedule of fees.
Hydrant Meter Deposit	Upon request of a Hydrant Meter, customer will pay a refundable deposit. Deposit is applied to the utility account upon closing. Should a credit balance exist after final billing, customer will receive a refund check within 30 days.	\$2,300	Sec. 70-38. - Application for water service & Sec. 70-151 (3). - Utility deposits prerequisite to service.
After-Hours Service	Fee charged to customers who request service to be turned on or off outside of regular business ours (see Hours of Operation at www.cityofbradenton.com for details).	\$75	Sec. 70-64. - Schedule of fees
Irrigation Meter and Installation	Fee charged for a new water meter to record irrigation usage. Prior to installation, a backflow prevention device must be installed. Fee is paid by customer at the time of request and prior to installation.	\$250	Sec. 70-38. - Application for water service & Sec. 70-64. - Schedule of fees

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

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

SUBJECT: Notice of Recommended Award (NORA) for RFP 25-037EJ to Waste Pro of Florida, Inc. for Recycling Processing Services

SUGGESTED ACTION: Authorize award and pursue a contract with Waste Pro of Florida, Inc.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

BACKGROUND:

On July 16, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-037EJ to select a firm to provide Recycling Processing Services. Notice of this RFP was made through OpenGov. 22,495 vendors were notified, 860 vendors viewed the solicitation, and 2 vendors submitted a proposal.

ANALYSIS:

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible.

On September 23, 2025, a three-member evaluation committee met and discussed each proposal in alphabetical order and shared their perspectives prior to scoring.

Prior to scoring the committee elected to award to the highest scoring proposer. The Committee Members independently score each proposal based on the

qualifications, capabilities, and demonstrated experience, project approach, and compensation. Purchasing calculated the committee's scores and were read off by the Purchasing representative. Scores are included on the attached scoring summary. Waste Pro of Florida, Inc. being the highest-ranking proposer is recommended for award.

RECOMMENDATION:

Waste Pro of Florida, Inc. being the highest ranking responsive and responsible proposer, is recommended for award.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:

Motion to authorize the award for RFP 25-037EJ and to pursue a contract with Waste Pro of Florida, Inc.

ATTACHMENTS:

[25-037EJ NORA Packet](#)

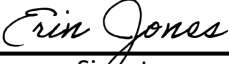


NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-037EJ		TYPE:	Request for Proposals (RFP)		
SOLICITATION TITLE	Recycling Processing Services					
PROCUREMENT SPECIALIST	Erin Jones					
ADVERTISED DATE	7/16/2025		RESPONSE DATE	9/10/2025		
NOTIFICATIONS	22,495	VIEWS	860	RESPONSES	2	

RESPONDENTS		
VENDOR	LOCATION	SCORE
Waste Pro of Florida, Inc.,	Sarasota, FL	93
Coastal Waste & Recycling, Inc.	Boca Raton, FL	83

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with Waste Pro of Florida, Inc. to provide Recycling Processing Services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION		
Erin Jones Purchasing Manager or Designee	 Signature	9/23/2025 Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPO, CPPB, Purchasing Manager

DATE: September 23, 2025

SUBJECT: Award Recommendation for 25-037EJ Recycling Processing Services

BACKGROUND:

On July 16, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-037EJ to select a firm to provide Recycling Processing Services. Notice of this RFP was made through OpenGov. 22,495 vendors were notified, 860 vendors viewed the solicitation, and 2 vendors submitted a proposal.

ANALYSIS:

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible.

On September 23, 2025, a three member evaluation committee met and discussed each proposal in alphabetical order and shared their perspectives prior to scoring.

Prior to scoring the committee elected to award to the highest scoring proposer. The Committee Members independently score each proposal based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation. Purchasing calculated the committee's scores and were read off by the Purchasing representative. Scores are included on the attached scoring summary. Waste Pro of Florida, Inc. being the highest ranking proposer is recommended for award.

RECOMMENDATION:

Waste Pro of Florida, Inc. being the highest ranking responsive and responsible proposer, is recommended for award.



MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-037EJ Recycling Processing Services

September 23, 2025 9:30 am
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. James Mora - Solid Waste Division Manager
2. Jennifer Johnson - Customer Service Manager
3. David Lindsey - Capital Improvement Fiscal Program Manager

The following two (2) firms submitted proposals:

Coastal Waste & Recycling, Inc.
Waste Pro of Florida, Inc.

Erin Jones called the meeting to order at 9:31 am

Erin Jones, Purchasing Representative, opened the meeting and stated that all proposals submitted were found to be responsive.

The Committee discussed each proposal in alphabetical order and shared their perspectives on each one. Prior to scoring the committee recommended awarding to the highest scoring proposer.

Committee members independently scored each proposal using the evaluation criteria contained in the RFP. The results of the Committee's scoring were read by the Purchasing Representative and determined Waste Pro of Florida was recommended for award. Scores are included on the attached scoring summary.

1. Waste Pro of Florida, Inc.
2. Coastal Waste & Recycling, Inc.

The meeting was adjourned at approximately 9:47 am.



City of Bradenton
Procurement

Erin Jones, Purchasing Manager
101 Old Main St. W., Bradenton, FL 34201

EVALUATION TABULATION

RFP No. 25-037EJ

Recycling Processing Services

RESPONSE DEADLINE: September 10, 2025 at 2:30 pm

Report Generated: Tuesday, September 23, 2025

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location	Score (Points)
Waste Pro of Florida Inc.	Sarasota, FL	92.67

CONSENSUS SCORECARD SUMMARY

Vendor	QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE Points Based 40 Points (40%)	PROJECT APPROACH Points Based 40 Points (40%)	COMPENSATION Points Based 20 Points (20%)	Total Score (Max Score 100)
Coastal Waste & Recycling, Inc.	34.67	32.67	16	83.3
Waste Pro of Florida Inc.	38.33	35.67	18.67	92.7

CONSENSUS SCORECARD DETAILS

Coastal Waste & Recycling, Inc.

QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE | Points Based | 40 Points (40%)

34.67

Description:

Experience and qualifications of the Proposer.

Experience and qualifications of the professional personnel assigned to the Project Team.

Past performance providing similar scopes of services.

PROJECT APPROACH | Points Based | 40 Points (40%)

32.67

Description:

Completeness and clarity of the Proposer's approach to providing the proposed scope.

Ability of the proposed approach to accomplish the City's objectives.

COMPENSATION | Points Based | 20 Points (20%)

16

Description:

Proposed Cost

Total Score: 83.34

Waste Pro of Florida Inc.

QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE | Points Based | 40 Points (40%)

38.33

Description:

Experience and qualifications of the Proposer.

Experience and qualifications of the professional personnel assigned to the Project Team.

Past performance providing similar scopes of services.

PROJECT APPROACH | Points Based | 40 Points (40%)

35.67

Description:

Completeness and clarity of the Proposer's approach to providing the proposed scope.

Ability of the proposed approach to accomplish the City's objectives.

COMPENSATION | Points Based | 20 Points (20%)

18.67

Description:

Proposed Cost

Total Score: 92.67

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Coastal Waste & Recycling, Inc.	Waste Pro of Florida Inc.
Require Forms		
Interest in Competitive Bid Form	Pass	Pass
SunBiz Registration Certificate	Pass	Pass
Non-Collusion Affidavit	Pass	Pass
Public Entity Crime	Pass	Pass
Negligence or Breach of Contract Disclosure(s)	Pass	Pass
Negligence or Breach of Contract Disclosure Form	No Response	No Response
Anti-Human Trafficking Affidavit	Pass	Pass
Required Certifications		

Question Title	Coastal Waste & Recycling, Inc.	Waste Pro of Florida Inc.
Examination of Documents	Pass	Pass
Drug-Free Workplace Certification	Pass	Pass
Scrutinized Company Certification	Pass	Pass
Required Proposal Documents		
Proposal Documents (without Cost)	Pass	Pass
Compensation	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE	Points Based	40 (40% of Total)

Description:

Experience and qualifications of the Proposer.

Experience and qualifications of the professional personnel assigned to the Project Team.

Past performance providing similar scopes of services.

Criteria	Scoring Method	Weight (Points)
PROJECT APPROACH	Points Based	40 (40% of Total)

Description:

Completeness and clarity of the Proposer's approach to providing the proposed scope.

Ability of the proposed approach to accomplish the City's objectives.

EVALUATION TABULATION
RFP No. 25-037EJ
Recycling Processing Services

Criteria	Scoring Method	Weight (Points)
COMPENSATION	Points Based	20 (20% of Total)

Description:
Proposed Cost

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)	Total Average Rank
Waste Pro of Florida Inc.	91 (1)	90 (1)	97 (1)	92.67	1
Coastal Waste & Recycling, Inc.	73 (2)	88 (2)	89 (2)	83.33	2

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE Points Based 40 Points (40%)	PROJECT APPROACH Points Based 40 Points (40%)	COMPENSATION Points Based 20 Points (20%)	Total Score (Max Score 100)
Waste Pro of Florida Inc.	38.3	35.7	18.7	92.67
Coastal Waste & Recycling, Inc.	34.7	32.7	16	83.33

INDIVIDUAL PROPOSAL SCORES

Coastal Waste & Recycling, Inc.	
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE Points Based 40 Points (40%)	
	Evaluator 1: 30
	Evaluator 2: 34
	Evaluator 3: 40
PROJECT APPROACH Points Based 40 Points (40%)	
	Evaluator 1: 28
	Evaluator 2: 36
	Evaluator 3: 34
COMPENSATION Points Based 20 Points (20%)	
	Evaluator 1: 15
	Evaluator 2: 18
	Evaluator 3: 15
Waste Pro of Florida Inc.	
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE Points Based 40 Points (40%)	
	Evaluator 1: 38
	Evaluator 2: 37

Evaluator 3: 40

PROJECT APPROACH | Points Based | 40 Points (40%)

Evaluator 1: 35

Evaluator 2: 34

Evaluator 3: 38

COMPENSATION | Points Based | 20 Points (20%)

Evaluator 1: 18

Evaluator 2: 19

Evaluator 3: 19

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: No action is needed.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:

TBD

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A

ATTACHMENTS:

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Purchase and Sale Agreement for 520 17th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The acquisition of this parcel will provide the City more design options for parking for the City Park project. The property was appraised at \$392,000.00. A 8.4% premium was offered to avoid condemnation, real estate fees, and other costs the City would have incurred if it had been required to "take" the property through eminent domain.

FINANCIAL IMPACT:

\$425,000.00. Funding for this project will be from funds the City has obtained through intergovernmental project grants.

ATTORNEY REVIEW/RECOMMENDATION:

Blalock & Walters reviewed and approved.

SUGGESTED MOTION:

Motion to authorize the Mayor to execute the Purchase and Sale Agreement for 520 17th Avenue West and proceed with due diligence.

ATTACHMENTS:

Purchase and Sale Agreement for 520 17th Avenue West

Commercial Contract

1. PARTIES AND PROPERTY: City of Bradenton, a Florida municipal corporation ("Buyer")

agrees to buy and Earl W. Wright and Lori Ann Wright, Husband and Wife ("Seller")

agrees to sell the property at:

Street Address: 520 17th Avenue West, Bradenton, FL 34205

Legal Description: See Exhibit "A"

and the following Personal Property: N/A

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 425,000.00

(a) Deposit held in escrow by: Bialock Walters, P.A. \$ 50,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 802 11th St W, Bradenton, FL 34205 Phone: 941.748.0100

(b) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ___ days after Effective Date \$ N/A

(c) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ___ days after Effective Date \$ N/A

(d) Total financing (see Paragraph 5) \$ N/A

(e) Other \$ N/A

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid

via wire transfer. \$ BALANCE

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: ~~Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 0 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or _____~~ Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on See Addendum to Contract attached. (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event Insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Manatee County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~5. THIRD PARTY FINANCING:~~

~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____% with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a pre-qualification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) None

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____;

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. ~~**Seller**~~ ^{**Buyer**} will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (1.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

Environmental Reports and Records, Regulatory Records, If any

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ _____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☒ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. **BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Seller's Broker:** N/A

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) **Buyer's Broker:** N/A

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

344 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
345 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
346 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
347 to do so.

348 **ATTENTION: SELLER AND BUYER**

349 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
350 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
351 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
352 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
353 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
354 **in violation of the Act.**

355 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
356 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

City of Bradenton, a Florida municipal corporation

357 _____ Date: _____
(Signature of Buyer)

358 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

359 Title: _____ Telephone: _____

360 _____ Date: _____
(Signature of Buyer)

361 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

362 Title: _____ Telephone: _____

363 Buyer's Address for purpose of notice _____

364 Facsimile: _____ Email: _____

365 _____ Date: _____
(Signature of Seller)

366 Earl W. Wright Tax ID No.: _____
(Typed or Printed Name of Seller)

367 Title: _____ Telephone: _____

368 _____ Date: _____
(Signature of Seller)

369 Lori Ann Wright Tax ID No.: _____
(Typed or Printed Name of Seller)

370 Title: _____ Telephone: _____

371 Seller's Address for purpose of notice: _____

372 Facsimile: _____ Email: _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

CC-6 Rev. 3/25

©2025 Florida Realtors®

Licensed to Alta Star Software and ID1821988.474672

Software and added formatting © 2025 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 17 EAST OF MANATEE COUNTY, FLORIDA, THENCE RUN SOUTH 89°55'30" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 33, A DISTANCE OF 1033.10 FEET; THENCE RUN NORTH 0°20' WEST, ALONG THE EAST RIGHT OF WAY LINE OF 6TH STREET WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°20' WEST, ALONG THE EAST RIGHT OF WAY LINE OF 6TH STREET WEST, A DISTANCE OF 109 FEET; THENCE RUN SOUTH 89°55'30" EAST, 200 FEET; THENCE RUN SOUTH 0°20' EAST, 109 FEET TO A POINT ON NORTH LINE OF 17TH AVENUE WEST; THENCE RUN NORTH 89°55'30" WEST, ALONG NORTH LINE OF 17TH AVENUE WEST, 200 FEET TO THE POINT OF BEGINNING.

ADDENDUM TO CONTRACT

This ADDENDUM TO CONTRACT (the "Addendum") is made part of that certain Commercial Contract (the "Contract") between The City of Bradenton, a Florida municipal corporation (the "Buyer"), and Earl W. Wright and Lori Ann Wright, Husband and Wife (the "Seller"), concerning the Property described in the Contract. In the event of any inconsistency between the Contract and this Addendum, this Addendum shall control. Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Contract. The provisions set forth below are hereby incorporated into and made part of the Contract.

1. Buyer's obligation to close is expressly contingent upon approval by the City Council of the City of Bradenton ("City Council"). If the City Council fails to approve the Contract prior to the Closing Date, the Contract shall be deemed terminated, and Buyer's deposit shall be immediately returned to Buyer.

2. The Closing Date shall be the earlier of (i) 30 days after both parties sign the Contract, or (ii) fifteen (15) days following written approval of the Contract by the City Council.

3. Seller and Buyer acknowledge and agree that Blalock Walters, P.A. shall serve as the Escrow Agent, Title Agent, and Closing Agent for this transaction. Further, Seller acknowledges and agrees that Blalock Walters, P.A. may act as the counsel for Buyer and that Blalock Walters, P.A. shall not be disabled or disqualified from representing Buyer in connection with any litigation that might arise out of or in connection with this transaction by virtue of the fact that it has agreed to act as Escrow Agent, Title Agent, and Closing Agent hereunder, and Seller hereby waives any claim arising out of or in connection with the foregoing; provided however, Seller shall not waive any claim for Escrow Agent's, Title Agent's, and/or Closing Agent's negligence or intentional misconduct.

4. At Closing Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real, personal and intangible property taxes, if any, for the Property, prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rate on the Property. If the actual taxes vary from the figures used to close this transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31, 2025. It is acknowledged by the parties that Seller shall be responsible for taxes that may be assessed on the property for the tax year of 2025 only through the date of Closing.

5. Pursuant to Section 286.23, Florida Statutes, and not less than ten (10) days prior to the Closing Date, Seller shall disclose in writing to Buyer, under oath and subject to the penalties of perjury, the name and address of every person having a beneficial interest in the Property. Seller shall, at Closing and if requested by Buyer, sign and deliver a Beneficial Interest Disclosure Affidavit in a form reasonably acceptable to Buyer.

6. Seller represents and warrants that no real estate broker, agent, or finder is entitled to any commission, fee, or compensation in connection with the sale of the Property. Seller shall

pay all commissions and fees due to any such brokers, agents, or finders and shall indemnify, defend, and hold Buyer harmless from and against any and all claims, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from any alleged agreements, arrangements, or understandings between Seller and any broker, agent, or finder in connection with the sale of the Property. The obligations of this paragraph shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

7. Seller represents to Buyer, as of the date hereof, and as of the Closing Date, each and all of the following:

- (a) There is no litigation pending, or to Seller's knowledge threatened, with respect to the Property.
- (b) There are no unrecorded leases or contracts not disclosed to Buyer, or any other agreements which will affect the Property and/or Buyer from and after the Closing, including, but not limited to any maintenance, repair, service, pest control or supply, management, employment, equipment, equipment rental agreements, or any other agreements used in connection with the Property.
- (c) There are no unpaid, but presently payable taxes or any assessments affecting the Property imposed by any governmental authority and Seller has remitted to the State of Florida or any other governmental authorities the amount of any taxes due in connection with the Property.
- (d) There is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation known to Seller, affecting Seller or Seller's properties (including, but not limited to, environmental or land use proceedings), pending, or to the best of Seller's knowledge, threatened against Seller which, if resolved adversely, would have an adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has received no notice of any violations of any governmental law, ordinance, requirement, order or regulation the violation of which would have a material adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby, and to best of Seller's knowledge after due inquiry Seller has received no notice of any claimed default with respect to any of the foregoing.
- (e) Seller is not a foreign person within the meaning of Section 1445(a) of the Internal Revenue Code of 1986, as amended (the "Code").
- (f) Seller represents and warrants that, to the best of Seller's knowledge, no hazardous or regulated substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601(14), pollutants or contaminants as defined by CERCLA, 42 USC 9601(33), or hazardous wastes as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5),

or other hazardous or toxic substances or wastes described in any other applicable federal or state laws and regulations including, but not limited to, asbestos, PCBs, and urea formaldehyde (all of the foregoing being collectively referred to as "Hazardous Materials"), have been generated, released, stored, or deposited over, beneath, or on the Property or on or in any structures on the Property, and Seller has received no notices or claims regarding the presence or release of Hazardous Materials.

- (g) Except as disclosed to Buyer in writing, there are no liens, mortgages, pledges, security interests, judgments, or other encumbrances affecting the Property.
- (h) There are no options, rights of first refusal, rights of first offer, or similar preemptive rights held by any third party with respect to the Property that could restrict, delay, or impair Buyer's acquisition, use, or enjoyment of the Property.

8. Leaseback. At Closing, the parties shall execute a lease agreement providing Seller to lease back the Property up to 90 days after the Closing Date for a total consideration of \$1, with Seller maintaining reasonable amounts of liability insurance; paying all utilities and upon end of tenancy, Seller to remove all furniture, fixtures and equipment and the Property shall be in a broom clean condition (the "Lease"). The parties shall reasonably agree on the Lease form during prior to the Closing Date

[Signatures on Following Page]

SELLER:

Earl W. Wright

Date: _____

Lori Ann Wright

Date: _____

BUYER:

The City of Bradenton,
a Florida municipal corporation

By: _____
Its: _____

Date: _____

[Signature Page to Addendum]

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 8, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

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

SUBJECT: Resolution 25-98 - Public Necessity - 516 17th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The acquisition of this parcel will provide the City more design options for parking and/or other support facilities for the City Park Project. The City has determined that the property is necessary for the purpose of construction of parking and/or other support facilities for the City Park Project due to its location and proximity to the project. Pursuant to F.S. Sections 166.401, 166.411 and 163.370 the City has the authority to acquire the property by eminent domain.

The City has obtained an appraisal which valued the property at \$470,000.00. Based on the appraisal, the City prepared a Purchase & Sale Agreement and an offer letter to the owner for a purchase price of \$441,800.00. This offer was sent to the owner by certified mail on September 5, 2025. Proof of acceptance of the offer letter was provided by the USPS dated September 16, 2025. No response has been received from the owner. On or about September 30, 2025, the City attempted to contact the owner by telephone and left a voicemail message. The owner has not returned a call to the City.

Therefore, the City finds it necessary to proceed with this Resolution authorizing

the acquisition of the property by eminent domain or negotiation for the purpose of construction of parking and/or support facilities.

FINANCIAL IMPACT:

\$470,000.00 plus costs of eminent domain action if negotiation is unsuccessful. Funding for this project will be from funds the City has obtained through intergovernmental project grants.

ATTORNEY REVIEW/RECOMMENDATION:

Blalock Walters reviewed and approved.

SUGGESTED MOTION:

Motion to approve Resolution 25-98.

ATTACHMENTS:

[Resolution 25-98](#)

CITY OF BRADENTON

RESOLUTION NUMBER 25-98

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

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

WHEREAS, pursuant to its Home Rule Powers and powers set forth in chapter 73 and 74, Florida Statutes, and sections 166.401, 166.411, and 163.370, Florida Statutes, among other sections, the City of Bradenton has authority to acquire by eminent domain the property described in Exhibit “A” for the public purpose of construction of parking and/or other support facilities.

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

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

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.
2. Fee simple acquisition of the property described herein and in Exhibit “A” is necessary for the purpose of construction of parking and/or other support facilities.
3. Acquisition of the interests and property described in Exhibit “A” is necessary to accomplish the public purpose set forth herein.
4. The City Council authorizes the City Administrator and officers, employees, and agents under his supervision to acquire the property described in Exhibit “A,” and to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements of this Resolution, for the full, punctual, efficient, and complete implementation and performance of all the terms contained herein and authorized by law and shall deliver any and all papers and instruments, and carry out all acts and things necessary or proper for carrying out the transactions contemplated herein.

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

6. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF OCTOBER 2025.

ATTEST:

TAMARA MELTON
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Exhibit "A"

Legal Description

516 17th Avenue West, Bradenton, Florida, 34205

The East 100 ft of the following described property: Begin at the SE corner of the SW 1/4 of the NE 1/4 of Section 35, Township 34 S, Range 17 E; thence N 0° 20' W, 13.33 ft to the POB; thence run N 109 ft, W 440 yards, S 109 ft, E 440 yard to the POB.

Parcel Identification Number: 4343710150