AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, August 13, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

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

4. PRESENTATIONS

a) Legislative: Realize Bradenton Update

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Modification to Subgrant Agreement with the Florida Division of Emergency Management (FDEM) for the Hurricane Loss Mitigation Program (HLMP)
Modification to Subgrant Agreement with FDEM

b) Administrative Services: Resolution 25-57 - Subordination of State Housing Initiatives Partnership (SHIP) Rehabilitation Loan #648
Resolution 25-57
Subordination of Mortgage

c) Administrative Services: Resolution 25-72 - 2025-26 Community Block Development Grant (CDBG) Annual Action Plan
Resolution 25-72
2025-26 CDBG Annual Action Plan
Application for Federal Assistance
Specific Community Development Block Grant Certifications
Applicant and Recipient Assurances and Certifications

d) Administrative Services: Resolution Number 25-75 - State Housing Initiatives Partnership (SHIP) Loan Approval

Resolution 25-75
Contractor Bids Received
Walkthrough Sign In Sheet and Statement of Work

e) Administrative Services: Resolution 25-77 - 2023-26 Local Housing Assistance Plan (LHAP) Strategy Code Correction
Resolution 25-77
2023-26 LHAP

f) City Administration: Public Art Mural in City Hall
Proposal from Artist Annie Dong

g) City Administration: Resolution 25-76 - Revised Inventory List of Surplus Property
Resolution 25-76

h) City Administration: Sovereignty Submerged Lands Lease Renewal for Twin Dolphin Marina
Sovereignty Submerged Land Lease Renewal

i) Clerk: Minutes from the July 23, 2025, City Council Meeting
07-23-2025 City Council Meeting Minutes

j) Event Review Committee: Music in the Park
Music in the Park Application and Site Plan

k) Event Review Committee: September 11th Tribute to Heroes
September 11th Tribute to Heroes Application and Site Plan

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
Participation Form for the Purdue Direct Settlement

n) Police: FY 2024 Edward Byrne Memorial Assistance Justice Grant (JAG)
Application to the FDLE
Letter from Mayor Brown
Manatee County Resolution R-25-115

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
Letter of Agreement and Contract

q) Public Works & Utilities: Budget Adjustment BA25-08
Budget Adjustment BA25-08

r) Public Works & Utilities: Work Assignment for City Centre Concept Design for Water Improvements
City Centre Direct Select Form and Scope of Work from Jacobs Engineering Group Inc.

s) Public Works & Utilities: Work Assignment for Sidewalk Replacement on 6th Avenue West between Virginia Drive and 22nd Street West

Work Assignment
Bid from C-Squared CGC, Inc.
Project Map
Scope of Work

t) Purchasing: Agreement PB-25-021NT with B & E Signal and Lighting, Inc.
Agreement PB-25-021NT with B & E Signal and Lighting, Inc.

u) Purchasing: Agreement PB-25-038NT with Cintas Corporation No. 2
Agreement PB-25-038NT with Cintas

v) Purchasing: Notice of Recommended Award (NORA) for IFB 25-019NT Pavement Marking and Striping Services
NORA 25-019NT Packet

w) Purchasing: Notice of Recommended Award (NORA) for RFP 25-010NT Real Estate Brokerage Services
NORA 25-010NT Packet

x) Purchasing: Second Contract Extension of PB-22-048NT with Ten-8 Fire & Safety, LLC.
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.
Second Contract Extension of PB 23-003NT - MES

z) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - East Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes
Term Contract for Landscape Maintenance and Mowing Services - East Zone

aa) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - West Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes
Term Contract for Landscape Maintenance and Mowing Services - West Zone

ab) Purchasing: Term Contract for Traffic Sign Replacement Services with Stipe A Lot of America ll, Corp.
Term Contract for Traffic Sign Replacement Services with Stripe A Lot of America II Corp.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) 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.

Resolution 25-66

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.
Ordinance 4062
Staff Report
Application

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.
Ordinance 4063
Staff Report
Application

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.

Resolution 25-67
Staff Report
Application Materials

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.
Ordinance 4035
Staff Report
State Agency Response
Application
Examples of Coastal High Hazard Area Regulations from Applicant
Planning Commission Minutes
Letters of Opposition Prior to Second Reading
Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

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 TOTALLING APPROXIMATELY 15.9 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.

Ordinance 4036
Development Agreement
Staff Report
Application
Applicant Narrative
Planning Commission Minutes
Letters of Opposition Prior to Second Reading
Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

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 TOTALLING APPROXIMATELY 15.9 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.
Ordinance 4037
Staff Report
Application
Planning Commission Minutes

Letters of Opposition Prior to Second Reading

Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

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

a) City Administration: Emergency Procurement Report
b) Legislative: Election of Vice Mayor

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

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

AT COUNCIL MEETING:

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

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

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

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

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact

Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

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

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

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Realize Bradenton Update

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A presentation from Realize Bradenton.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Modification to Subgrant Agreement with the Florida Division of Emergency Management (FDEM) for the Hurricane Loss Mitigation Program (HLMP)

SUGGESTED ACTION: Approve the Mayor executing DEM-HL00108 MOD#1.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Housing and Community Development submitted a request to the Florida Division of Emergency Management to extend the term of the 2024-25 HLMP contract an additional six months to December 31, 2025. The reason for this request was that a window for one of the projects was delivered damaged, so the contractor ordered a replacement window, which will not be installed until the end of August. Once that is completed, a close-out package will need to be put together and submitted to the Florida Division of Emergency Management.

FINANCIAL IMPACT:
There is no financial impact expected from the modification of DEM-HL00108.

ATTORNEY REVIEW/RECOMMENDATION:
The City Attorney's office reviewed the modification.

SUGGESTED MOTION:
Motion to approve the Modification to Subgrant Agreement with the Florida Division of Emergency Management.

ATTACHMENTS:

Modification to Subgrant Agreement with FDEM

RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HLMP & SHELTER DEVELOPMENT

REQUEST FOR REVIEW AND APPROVAL	
RECIPIENT:	City of Bradenton
PROJECT #:	DEM-HL00108
PROJECT TITLE:	Hurricane Loss Mitigation Program
CONTRACT #:	B0238
MODIFICATION #:	1

RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Vicki White Housing and Community Development Manager 101 12th Street West Bradenton, FL 34205

Enclosed is your copy of the proposed contract/modification between **City of Bradenton** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Contract Number: B0238

Project Number: DEM-HL00108

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF BRADENTON

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Bradenton ("the Recipient") to modify Contract Number B0238, dated September 3, 2024 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of $250,000.00, in State Funds; and

WHEREAS, the Division and the Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on June 30, 2025; and

WHEREAS, the Division and the Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 7 of the Agreement is hereby amended to read as follows:

   (7) PERIOD OF AGREEMENT

   This Agreement shall begin September 3, 2024, and shall end December 31, 2025, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: CITY OF BRADENTON

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

ATTACHMENT A

SCOPE OF WORK AND BUDGET

FIRST REVISION

STATEMENT OF PURPOSE

The purpose of this Scope of Work is to provide protection to The City of Bradenton, in Bradenton, Manatee County, Florida, funded through the Hurricane Loss Mitigation Program (HLMP) DEM-HL00108, as approved by the Florida Division of Emergency Management (Division).

The Recipient, City of Bradenton agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW

As a Hurricane Loss Mitigation Program (HLMP) project, the Recipient shall provide protection to the residential structures located at Bradenton, Manatee County, Florida.

The HLMP project shall provide protection by providing hurricane loss mitigation to eight structures.

TASKS AND DELIVERABLES

(A) Tasks

Task 1: Identification and Inspections

The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected.

The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e. the structure has already been partially mitigated or the structure does not otherwise require certain measures) the reasons for the deviation.

For wind retrofitting projects, the inspection shall be completed using the state-standard Uniform Mitigation Verification Inspection Form (Form OIR-B1-1802). The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

1) An opinion on whether the structure can be retrofitted to effectively improve structural survivability,
2) An estimate of the roof square footage,
3) An estimate of the square footage of windows and doors,
4) An indication of whether the structure has gable end reinforcement, and
5) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

The Recipient shall provide visual representation for each structure by submitting digital photographs and videos. Photographs and videos must be clear, unobstructed views of all aspects, to include the roof, gables/trusses, doors, windows, and vents.

Initial inspections are due within forty-five (45) days of the contract execution date. Changes to the approved scope of work must be requested and approved by the Division by March 15, 2025.

Task 2: Procurement and PIS Submission

Based on the mitigation deficiencies identified in Task 1, the Recipient shall select a Qualified and Licensed Florida Contractor with open, fair, and competitive bids following the Recipient's local procurement guidelines. The following information shall be submitted to the Division in electronic format:

1) Scope of Work for each structure, based on the inspector's findings listed on each Uniform Wind Mitigation Verification Inspection form or equivalent inspection form,
2) PIS for each structure, and
3) Procurement documentation (bids, quotes, sign in sheets, etc.).

Using the information provided on the Uniform Mitigation Verification Inspection form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The Recipient shall complete a Property Information Sheet for each structure identified in Task 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task 2. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1) The structure is on grade or not,
2) Any unpermitted work has occurred at the structure, and
3) If any outstanding liens or judgements are attached to the structure or its underlying property.

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval or individual properties will be based on a combined BCA ratio. No construction shall be started prior to the Division's issuance of a passing BCA score over 1.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other openings such as vents, louvers, AC units, exhaust fans, machinery tie-downs, as applicable based on the inspection from Task 1. All installations shall be in strict compliance with the Florida Building Code or Miami-Dade specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacturer specifications or local advice. The project shall provide protection against the wind speed protection impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, the PIS must be completed to reflect all necessary activities to accomplish comprehensive mitigation and reach the required level of protection established by each locality.

PIS is due within ninety (90) dates of the contract execution date. Addition or deletion of properties are due by March 15, 2025.

Task 3: Construction

Upon approval of Task 2 by the Division, the construction phase shall commence. The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient within 10 days of execution.

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

Task 4: Close-Out Package and Final Inspection

The Recipient shall monitor and manage the procurement and installation of all products in accordance with the PIS and associated documentation as presented to and approved by the Division. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

The Recipient shall fully perform the approved project, as described in the PIS, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project's terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 3, the Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include (as applicable):

1) Copy of Permit(s), notice of commencement.
2) Local Building Official Inspection Report and Final Approval.
3) A copy of electrical designs, specifications, and/or drawings elaborated to complete the scope.
4) Signed and Sealed copy of the as-built plans, as applicable.
5) Certified Letter of Completion, as applicable:
    a. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    b. Certifying Compliance with all applicable codes.
6) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) Proof of compliance with Project Conditions and Requirements contained herein.

A post inspection must be carried out by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards, and Manufacturer's Specifications.

A request for closeout is to be received by the Division on or before December 15, 2025.

Task 5: Reimbursement and Expenses

During the course of this agreement, the Recipient shall submit requests for reimbursement. The HLMP grant is a cost reimbursement grant, and therefore no Pre-Award costs are authorized. The Recipient should secure funding to ensure successful project completion.

Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipients shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Costs: Project Management Costs are any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Recipient in managing and administering the award to ensure that state requirements are met including: solicitation, development, review, and processing of sub-applications; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with state procurement requirements; documentation of quality of work verification for quarterly reports and closeout; requests for reimbursements; closeout review and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

The Recipient shall pre-audit all project management costs source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual project management costs shall be invoiced separate from all other project costs.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement (fifteen (15) calendar days after the close of the quarter) prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

1) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name and service provider and any other pertinent information,
2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services, and
3) Clear identification of the amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

(B) Deliverables

Mitigation activities consist of providing protection to the residential structures located at Bradenton, Manatee County, Florida.

The HLMP project shall provide protection by providing hurricane loss mitigation to eight structures.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIRMENTS

(A) Engineering

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Recipient shall submit a signed and sealed final copy of the completed project's as-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Recipient shall submit a final copy of any electrical designs, specifications, and/or drawings elaborated to complete the job, as applicable.
5) The Recipient shall submit a certified letter of completion from the Engineer of Record, as applicable. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying the protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Recipient shall follow all applicable State and Local Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate State and Local permits and clearances may jeopardize funding.

(B) Environmental

1) The Recipient shall follow all applicable state and local laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition, or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by the Division but done substantially at the same time) shall require resubmission to the Division for revaluation of compliance prior to initiation of any work. Non-compliance with the requirements may jeopardize the Division's ability to fund this project. A change in the scope of work shall be approved by the Division in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

(C) Programmatic

1) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Division shall approve of any change in the scope of work in advance, regardless of the budget implementations.
3) The Recipient must obtain “prior written approval” for any budget revision from the Division.
4) Any requests for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of sixty (60) days prior to the expiration date, for Division consideration and processing.
5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
6) Project Management Costs: The HLMP program provides funding to Recipients to efficiently manage the grant and complete activities in a timely manner.
    a. Project management costs must be reasonable, allowable, allocable and necessary to the overall project.
    b. Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
    c. Project management costs cannot exceed 5% of the total project costs awarded.
    d. Project management costs are state funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
    e. If the final project reconciliation results in a reduction of total project costs, any resulting project management cost overpayment shall be reimbursed back to the Division prior to closeout.
7) A request for final inspection and closeout must be received by the Division on or before December 15, 2025.
8) Final inspection request documentation must be received, including:
    a. Request for Final Inspection on Recipient letterhead identifying the HLMP project number, contract number, and must include the following statements:
        i. The project is 100% complete,
        ii. The approved Scope of Work per this project and agreement has been completed and
        iii. All relevant building Codes and Standards have been satisfied.
    b. Electronic folders for each individual structure. The folders must have PDF formatted documents for each of the following:
        i. Color photographs documenting mitigation work (pre and post)
        ii. Building Permit
        iii. Post-Inspection Reports/Certificates of Completion for each structure,
        iv. Florida Approved Product Codes or Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals
        v. All applicable Lien Waivers
    c. An Electronic Spreadsheet to include:

i. Property Owner's Name
ii. Property Address
iii. Pre and Post Inspection Dates
iv. Mitigation Measures Completed
v. Total Mitigation Cost

9) Ten percent of the project's total approved budget must be held by the Division until the final inspection is complete. The "Final Reimbursement Request" must be submitted by February 15, 2026.

FINANCIAL CONSEQUENCES

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient,
2) Disallow all or part of the cost of the activity or action not in compliance,
3) Wholly or partly suspend or terminate the current award for the Recipient's program,
4) Withhold further awards for the program, or
5) Take other remedies that may be legally available.

KEY DATES

The Division retains the right to review all Recipients for performance. The key dates are designed to aid the Recipient in fully expending the grant funding awarded. The Division will monitor the Recipient's performance by using the following dates as project milestones. Should the Recipient not be able to adhere to this schedule, please contact the Division immediately for consideration and instructions to request a period of performance extension.

The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Changes to the approved Scope of Work must be requested and approved by March 15, 2025.
Deliverable 2: Procurement and PIS Submission	No later than 90 days post contract execution.	Construction cannot begin until PIS documents are received, project activities are approved, and the project receives a passing BCA score (Benefit Cost Ration greater than 1) and the mitigation inspection report is received and approved.
Deliverable 3: Construction	To be completed by December 1, 2025.	Completion of all mitigation retrofit work.

Deliverable 4: Final Inspection & Close-Out Package	No later than December 15, 2025.	Request for final inspection and closeout documents submitted by December 15, 2025.
Submission of Quarterly Reports	No later than 15 days after the end of the quarter.	Quarterly Reports are due on September 30, December 31, March 31, and June 30.

FUNDING SUMMARY TOTALS

State Share:	$250,000.00	(100%)
Local Share:	$0.00	(0%)
Total Project Cost:	**$250,000.00**	**(100%)**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***Project Management Costs cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation. If the Final Project Reconciliation results in a reduction of total project costs, any resulting project management shall be reimbursed back to the State.*

This is HLMP Project Number DEM-HL00108, The City of Bradenton. The Period of Performance shall begin upon the award date of September 3, 2024, and ends on **December 31, 2025**.

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-57 - Subordination of State Housing Initiatives Partnership (SHIP) Rehabilitation Loan #648

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Javier and Ana Moreno were recipients of a SHIP housing rehabilitation assistance loan. They are refinancing their first mortgage for a lower interest rate and are requesting that the City subordinate the SHIP housing rehabilitation loan to the new mortgage. Their SHIP mortgage permits a subordination for a lower interest rate.

FINANCIAL IMPACT:
This subordination will have no financial impact on the City.

ATTORNEY REVIEW/RECOMMENDATION:
The subordination and resolution have been reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 25-57.

ATTACHMENTS:
Resolution 25-57
Subordination of Mortgage

CITY OF BRADENTON
RESOLUTION NUMBER 25-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE SUBORDINATION OF SHIP REHABILITATION LOAN #648 FOR 7301 13th AVE. W. FOR $46,391.46; AUTHORIZING THE MAYOR TO EXECUTE THE SUBORDINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, **Javier and Ana Moreno** (the "Owners"), own the residential property located at **7301 13th Ave. W. Bradenton, Florida 34209** (the "Property"), and were determined eligible to receive assistance with rehabilitation of the Property via SHIP Rehabilitation Loan #648 (the "SHIP Loan"); and

WHEREAS, the SHIP Loan was originally subordinate to the Owners' first mortgage on the Property; and

WHEREAS, the Owners wish to refinance their first mortgage for a lower interest rate, as permitted by the terms and conditions of the SHIP Loan;

WHEREAS, the lender, MIDFLORIDA Credit Union, requires the SHIP Loan to be subordinated to the new first mortgage on the Property.

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

1. The City of Bradenton hereby approves the Owners' request to subordinate the SHIP Loan to the new first mortgage, held by MIDFLORIDA Credit Union.

2. The Mayor is authorized to execute the Subordination Agreement for the SHIP Loan; and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS _____ DAY OF _____2025.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Prepared by:
Mary Humphries
MIDFLORIDA Credit Union
2014 E Edgewood Drive
Lakeland FL, 33803

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE is made this 13th day of August 2025, by the City of Bradenton, (The "Mortgagee") in favor of MIDFLORIDA Credit Union.

W I T N E S S E T H:

In consideration of the sum of TEN and 00/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. BACKGROUND. Mortgagee is the holder and owner of a mortgage given by Javier Moreno and Ana Moreno, Husband and Wife, (the "Borrowers") to the mortgagee dated April 14, 2016 and recorded May 11, 2016 in Official Records Book 2619 Page(s) 6745-6752 public records of Manatee County, Florida, (the "Mortgage") encumbering the property located in Manatee County, Florida, and described as:

Lot 30, Village Green of Bradenton, Unit "C", according to the plat thereof recorded in Plat Book 15, Page 90, of the Public Records of Manatee County, Florida.

(the "Property"). MIDFLORIDA Credit Union has agreed to make a loan to the borrower in an amount not to exceed ($150,000.00) One Hundred Fifty Thousand Dollars and 00/100. MIDFLORIDA Credit Union is unwilling to make the loan to the Borrowers unless the Mortgagee, the City of Bradenton, subordinates the Mortgage to the lien of MIDFLORIDA Credit Union.

2. SUBORDINATION. The Mortgagee does hereby subordinate the lien of the Mortgage in the original amount of $46,391.46 to the lien of MIDFLORIDA Credit Union.

3. BENEFIT. This Subordination of Mortgage is binding upon the Mortgagee, and is for the benefit of MIDFLORIDA Credit Union, its successors and assigns.

EXECUTED this day and year first above written.
Signed and delivered in the presence of:

_____
Witness:

_____
Name: Gene Brown
Title: Mayor
City of Bradenton

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 13th day of August, 2025, by _____who is personally known to me or who has produced ___________________________________ as identification.

[Notary Seal]

_____
Notary Public

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-72 - 2025-26 Community Block Development Grant (CDBG) Annual Action Plan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton issues an Annual Action Plan following the guidelines established by the 2021-2025 CDBG Consolidated Plan. This is the annual awarding of funds summary report that is submitted to HUD on August 15, 2025.

Required HUD forms and Certifications for Submission for the FY 2025-2026 Annual Action Plan. These forms will need to be signed by the Mayor and be submitted with the Annual Action Plan on August 14, 2025.

FINANCIAL IMPACT:
These funds will be used to help local partners to leverage their efforts to assist residents of low income including elderly needs, homelessness, affordable housing and code enforcement.

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

SUGGESTED MOTION:
Motion to approve or deny Resolution 25-72

ATTACHMENTS:

Resolution 25-72
2025-26 CDBG Annual Action Plan
Application for Federal Assistance
Specific Community Development Block Grant Certifications
Applicant and Recipient Assurances and Certifications

CITY OF BRADENTON

RESOLUTION NUMBER 25-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE CITY OF BRADENTON'S CDBG 2025-26 ANNUAL ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council for the City of Bradenton wishes to approve the attached Community Development Block Grant ("CDBG") 2025-2026 Annual Action Plan (the "Plan"); and

WHEREAS, upon approval, the Plan will be submitted to the US Department of Housing and Urban Development's Jacksonville field office by August 15, 2025, for final review and approval.

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

1. The City of Bradenton hereby approves the CDBG 2025-26 Annual Action Plan, as attached hereto, and directs City staff to submit the Plan to the Department of Housing and Urban Development.
2. All terms and conditions of the Plan are incorporated herein as though fully set forth herein.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille CITY ATTORNEY

5219708v1

City of Bradenton

Community Development Block Grant Program

2025-26 Annual Action Plan

EQUAL HOUSING OPPORTUNITY

Gene Brown, Mayor

<u>Staff and Administration</u>

Nilsa Taylor, Administrative Services Director

Vicki White, Housing and Community Development Manager

Dietra Barfield, Housing and Community Development Specialist



City of Bradenton, Florida

Administrative Services Department

Housing and Community Development Division

Community Development Block Grant Program

2025-26 Annual Action Plan

Mayor

Honorable Gene Brown

Ward 1

Councilwoman Jayne Kocher

Ward 2

Councilwoman Marianne Barnebey

Ward 3

Councilman Kemp Schuessler

Ward 4

Councilwoman Lisa Gonzalez Moore

Ward 5

Councilwoman Pam Coachman

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The purpose of the Action Plan is to describe the activities the city plans on undertaking during the year to meet the needs of the community identified in the Consolidated Plan. The city may meet these needs directly or by contracting with community agencies who have expertise in meeting these needs. The city held two citizen outreach sessions on May 22 and June 3, 2025, at the Manatee County Central Library in downtown Bradenton. The purpose of these meetings was to gather input from the community regarding its needs.

In addition to holding the citizen outreach meetings, the city also requested proposals for meeting community needs from community stakeholders, to determine how they would meet the needs of the community. Applications for projects to meet these needs were available April 23, 2025, and were due to the city on May 22, 2025, and had to address one of the Consolidated Plan's priorities. The applications were reviewed by a review committee, who made recommendations regarding proposed funding.

A 30-day public comment period was held from June 14 to July 15, 2025. A public hearing on the proposed use of the funds was held July 23, 2025, before the City Council, to hear citizen comments on the proposed projects and use of funds prior to adoption of the Annual Action Plan. The adopted Annual Action Plan will be submitted to HUD no later than August 15, 2025, for final review and approval.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Based on the Housing Needs Assessment in the 2021-2025 Consolidated Plan, renters are more likely to be cost-burdened with respect to their housing costs than homeowners, and they are far more likely to be living in housing that has no kitchen or incomplete plumbing facilities or is overcrowded in addition to being cost burdened. To help alleviate this problem, the city has been willing to provide the local government contribution necessary for Low Income Housing Tax Credit (LIHTC) projects in order to increase the supply of rental housing that is decent, safe, and sanitary. As a result of this commitment, the city has had two properties that serve adults 55 and up completed and a mixed-income project completed. In addition to these properties there is one workforce rental property that recently opened. The City will continue to consider other LIHTC and affordable housing projects as they are submitted for consideration and funding.

The city helps to preserve affordable homeowner housing by providing housing rehabilitation assistance to low- and moderate-income residents, primarily in the local target area. Many times, these homes are owned outright by the homeowner (having no mortgage), but because the homeowner is on a fixed income, they do not have the ability to set aside funds for larger necessities, such as roofs, HVAC, plumbing, or electrical repairs. Some homes may need to be modified to accommodate a disabled family member. The city also provides Habitat for Humanity with funding for similar projects, mostly critical home repairs. Habitat typically undertakes projects that can be accomplished with their volunteer labor, while the city takes on projects that involve contractors who subcontract work out, such as electrical and plumbing repairs.

Homeless needs are a bit more difficult to meet, since the city has limited CDBG funding, and the projects proposed for funding tend to be public service activities subject to the 15% public service cap. State Housing Initiatives Partnership (SHIP) funds can also be used for these types of activities, provided they are housing oriented. However, these activities are also limited to 15% of the City's annual allocation of SHIP funds due to the 75% construction set aside and 65% homeownership set aside. There is only one homeless emergency shelter in the City of Bradenton and Manatee County, and that is the Salvation Army. The city has no transitional housing available for individuals who are homeless aside from Salvation Army's program. Salvation Army's Pathways to Hope Initiative provides support services to children and families experiencing homelessness, so they have long-term stability.

Turning Points of Bradenton is another community service provider that providers a variety of wraparound services to low-income individuals and families at-risk of homelessness.

The city has assisted homeless individuals within the community by funding a Homeless Outreach Team (HOT) Beds program through Salvation Army, allowing the police department to work with individuals who want to get off the streets with dedicated bed(s) at Salvation Army and wraparound services for those clients. In previous years, the city has funded Gulfcoast Legal Services to assist homeowners with foreclosure, fair housing issues, etc. so that people do not become homeless.

Elderly services continue to be a priority in the community. Meals on Wheels Plus of Manatee County meets the nutritional needs of frail and homebound elderly households by providing them with nutritious meals through the week. Meals on Wheels has received funding for several years from the City of Bradenton to provide these meals to the city's elderly, low-income residents.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city has had success with funding service providers in the community to meet the community's needs. These service providers have extensive experience in addressing the needs of the community, so it makes sense to work with them. Several of them have received CDBG funding in prior years, so they

are familiar with the grant requirements. Many times, these service providers are able to access other sources of funding in order to leverage funding received from the city and reach their program goals. Some of them can stretch their CDBG funding further through the use of volunteers and in-kind donations. Since they work in the community, they are a reliable source of information regarding the needs of the community, and their input can enhance the data used to develop the Consolidated Plan and Annual Action Plans.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Input was solicited from community stakeholder partners to gather information on the needs of the community from the stakeholders' point of view. Applications for activity funding were available April 23, 2025, with a May 22. 2025 submission deadline. The public comment period from June 14 to July 15, 2025, was advertised in local publications. The public hearing regarding the proposed uses of CDBG funding was held on July 23, 2025. The Action Plan will be adopted by the Mayor and City Council on August 13, 2025, prior to submission to HUD for final review and approval.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During this public comment period, no comments were received. However, during the public hearing held on July 23, 2025, one citizen provided comments regarding the need of code enforcement related activities and concerns of the blighted properties within his neighborhood.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments or views were considered.

7. Summary

The City of Bradenton used information gathered from residents, community stakeholders and local advocacy groups to develop both the 2021-2025 Consolidated Plan and the 2025-2026 Annual Action plan. The goal of these plans is to improve the well-being of the community and its low-and-moderate -income families. These plans identify community the needs of the community and outline how the City intends to address these needs by using available resources. This would include partnering with local non-profit organizations to assist with these needs, while others will be addressed by contracted service providers.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	BRADENTON	
CDBG Administrator	BRADENTON	Housing and Community Development Division
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

All questions/comments/concerns should be submitted to:

Vicki White, HCD Manager
City of Bradenton Housing and Community Development
101 Old Main St.
Bradenton, FL 34205
(941) 932-9400, ext. 493
vicki.white@bradentonfl.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Bradenton consulted a variety of community stakeholders as well as its residents to ensure the needs of the community for the 2025-2026 program year.

All proposed projects were advertised in the local newspapers, including outlets that serve Spanish-speaking members of the community.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City consults with two public housing agencies that operate in the community - Bradenton Housing Authority and Manatee County Housing Authority. Both agencies are aware of the governmental health agencies, such as Manatee County Health Department and Manatee County Rural Health Services. Step Up Suncoast offers a variety of services, such as programming for children, including Head Start and parenting classes.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

City staff attend the Continuum of Care (CoC) meetings as time permits to keep updated on service providers and programming in the community. We also have representation from other community nonprofits on this CoC, Salvation Army and Turning Points. The Code/Blight Enforcement Officer also attends these meetings and meetings with other community service providers who provide services to households who are homeless or at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Manatee County Habitat for Humanity, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to seek input on affordable housing needs. The city also has a Affordable Housing Advisory Committee member from Habitat for Humanity who provides input on affordable housing needs.
2	**Agency/Group/Organization**	MEALS ON WHEELS PLUS
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels was sent a letter requesting their input on the needs of the community, particularly its elderly residents.
3	**Agency/Group/Organization**	Step Up Suncoast
	Agency/Group/Organization Type	Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless needs of the community.

4	**Agency/Group/Organization**	Bradenton Police Department
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless needs of the community. The city also has a member of their staff on the city's Affordable Housing Advisory Committee.
5	**Agency/Group/Organization**	Family Resources, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the needs of Unaccompanied youth within the community.
6	**Agency/Group/Organization**	Turning Points
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless needs of the community.
7	**Agency/Group/Organization**	Just for Girls
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless needs of the community.
8	**Agency/Group/Organization**	HOPE FAMILY SERVICES
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless needs of the community.
9	**Agency/Group/Organization**	GULF COAST LEGAL SERVICES, INC
	Agency/Group/Organization Type	Legal services needs
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A letter was sent to gather information on the homeless legal needs of the community.

Identify any Agency Types not consulted and provide rationale for not consulting

The City seeks input from various sources each year to help determine the needs of the community and will continue to build a list of organizations consulted with on this matter.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Suncoast Partnership to End Homeless	The CoC serves people who are homeless the longest and of the highest acuity. The CoC is a two-county plan, including both Manatee and Sarasota Counties. Homelessness continues to be a high priority within our Consolidated Plan, and the city looks to this resource for guidance and assistance in targeting resources and programming.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Bradenton held two Citizen Input meetings at the Downtown Bradenton Library on May 22, 2025, and June 3, 2025. A 30- day comment period was advertised on June 13, 2025. The 30-day comment period ended July 15, 2025. The ad included the date of a public hearing for gathering citizen comments on project funding recommendations, which was July 23, 2025.

The final 2025-26 Action Plan was adopted by the Mayor and City Council August 13, 2025. A notice regarding the Plan adoption was published August 3, 2025. On August 13, 2025, the Action Plan is scheduled to be adopted by the Mayor and City Council and sent to HUD, no later than August 15, 2025, for final review and approval.

The City receives comments and inquiries from people throughout the year. Most of these questions and comments revolve around the various aspects of housing- public housing availability, the availability of funds for repairing homes, the availability of assistance for people who are homeless or at risk of homelessness, or the availability of affordable rentals, predominantly those of low -and- moderate income.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No response.	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Comments at the public hearing held on July 23, 2025, were heard and addressed.	Comments were made regarding Code Enforcement presence.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No response	N/A	N/A	https://cityofbradenton.com/index.asp?SEC=C2D8AF0F-DC72-4F55-BA9D-88EBF98E4136&DE=68557599-6990-4CF2-A40A-32C88026D590

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The city has approximately $1 million in federal and state funds to meet the housing and community development needs of Bradenton. In addition to the funds mentioned below, The city has $110,655.09 in CDBG-CV funds that will be allocated to activities that prevent, prepare for, and respond to COVID-19 infections and $724,465.30 in CDBG funds remaining after previous years' activities were closed out. Both the CDBG-CV and CDBG funds are expected to be committed to activities by September 30, 2025. The city also recently received a n $8.3 million Hazard Mitigation Grant Program (HMGP) grant from the State of Florida to improve the resilience of its infrastructure. Approximately $1.5 million of this funding will go toward the improvement of a lift station in a low-moderate income census tract.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	447,763.00	0.00	0.00	447,763.00	447,763.00	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Admin and Planning Housing	250,000.00	0.00	0.00	250,000.00	250,000.00	This state funding is provided on a competitive basis to the city and is used to make homes more resilient to storms. While there is no income restriction with these funds, the intention of the program is to primarily benefit low-income households in the city. Administration and planning is limited to 5% of the funds awarded.
Other	public - local	Admin and Planning Housing	440,932.00	0.00	0.00	440,932.00	440,932.00	State funding for housing-related activities. This funding has a 65% homeownership set aside, 75% construction set aside, 20% special needs set aside, and 60% of the funds are to be used to benefit extremely low-low- income households. Administration and planning funds are limited to 10% of the annual allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG, SHIP, and HLMP funds do not have matching requirements; however, the CDBG funds committed to activities leverage other public

and private resources committed to these activities. The HMGP funds require a 25% non-federal cost-share, so these funds will be leveraged with city funds to complete the mitigation activities. SHIP and HLMP funds can both be used to complete housing rehabilitation and mitigation activities on single-family homes.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city keeps a list of surplus property it owns that would be suitable for the development of affordable housing, per Florida Statute 166.0451. Interested parties are invited to bid on these properties. The properties may be used for the development of affordable housing with long-term restrictions to ensure continued affordability, or they may be sold, and the proceeds used to buy other properties suitable for affordable housing.

Discussion

The city has resources at its disposal to meet the needs of the community, particularly its low-and moderate-income residents. Housing was identified as a high priority need in the Consolidated Plan, and this need will be met by the city directly through its housing rehabilitation program and indirectly by funding non-profits whose mission is the development of affordable housing. Increasing the supply of affordable housing could be one way to address the housing needs of people who are homeless, another high priority need identified in the Consolidated Plan. While infrastructure needs were considered a low priority in the Consolidated Plan, recent weather events have elevated infrastructure concerns, which the city will address through a combination of its own funding and the HMGP funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2021	2025	Affordable Housing Non-Homeless Special Needs	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05	Housing needs	CDBG: $106,566.73 Hurricane Loss Mitigation Program (HLMP): $250,000.00 State Housing Initiatives Partnership: $440,932.00	Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Homeless Needs	2021	2025	Homeless	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05	Homeless needs	CDBG: $105,537.45	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 140 Persons Assisted Homelessness Prevention: 20 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Elder Needs	2021	2025	Non-Homeless Special Needs	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05	Elder needs	CDBG: $25,857.00	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted
4	Code Enforcement	2021	2025	Non-Housing Community Development	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05	Code enforcement	CDBG: $120,249.22	Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit

Table 6 – Goals Summar

Goal Descriptions

1	**Goal Name**	Affordable Housing
	Goal Description	
2	**Goal Name**	Homeless Needs
	Goal Description	
3	**Goal Name**	Elder Needs
	Goal Description	
4	**Goal Name**	Code Enforcement
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The city will meet the needs of the community through a variety of projects.

Projects

#	Project Name
1	Senior Meal Delivery
2	Homelessness Prevention
3	Affordable Homeownership
4	Code/Blight Enforcement
5	Youth Shelter Rehabilitation
6	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Housing activities take place primarily in the local target area. Other activities may occur citywide. Obstacles to meeting needs include the 15% cap on public service activities funded with CDBG, since homeless-related activities tend to be primarily public service-type activities. SHIP funds can also be used for activities such as rent, mortgage, and utility assistance, but this also has a 15% funding cap on it due to homeownership and construction set asides.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Senior Meal Delivery
	Target Area	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05
	Goals Supported	Elder Needs
	Needs Addressed	Elder needs
	Funding	CDBG: $25,857.00
	Description	This project will deliver meals to frail, homebound seniors in the City of Bradenton. At $6.76 per meal, the program will provide approximately 3,825 meals to at least 30 senior residents during the year.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This project will provide at least 30 low-income, frail elderly citizens with regular meal delivery.
	Location Description	The meals are prepared at the Meals on Wheels plus facility at 811 23rd Ave. E. and will be delivered to low-income seniors citywide.
	Planned Activities	Meals will be packaged at the facility and delivered to low-income seniors by volunteers. This project also provides an informal wellness check for these senior households.
2	**Project Name**	Homelessness Prevention
	Target Area	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05
	Goals Supported	Homeless Needs
	Needs Addressed	Homeless needs
	Funding	CDBG: $41,307.45

	Description	This project will provide utility, rent, and mortgage assistance to households at risk of homelessness through no fault of their own.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This project will serve approximately 20 extremely low income and low-income households at risk of homelessness through no fault of their own.
	Location Description	The project operates out of Step Up Suncoast's office at 6428 Parkland Dr., Bradenton. However, program participants will reside throughout the City of Bradenton.
	Planned Activities	The project will provide rent, utility, and mortgage assistance to City of Bradenton residents who apply for the assistance and are determined eligible city residents. Funds will be sent to the vendors, not the clients.
3	**Project Name**	Affordable Homeownership
	Target Area	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05
	Goals Supported	Affordable Housing
	Needs Addressed	Housing needs
	Funding	CDBG: $106,566.73 Hurricane Loss Mitigation Program (HLMP): $250,000.00 State Housing Initiatives Partnership: $500,000.00
	Description	
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This project will serve 10 very low to low-income households through the rehabilitation of existing housing using SHIP and HLMP funds. Habitat for Humanity expects to produce one unit of affordable homeowner housing using CDBG funding.
	Location Description	Housing will be located citywide, with a preference for the local target area, which coincides with the city's CRA territories.

	Planned Activities	CDBG funds will be used to produce one unit of homeowner housing by Habitat for Humanity. This housing may be produced through the acquisition of vacant land for housing, the acquisition of housing for rehabilitation for resale, or the acquisition of housing without rehabilitation for resale. The city will use SHIP and HLMP funds to rehabilitate homeowner housing, including the installation of accessibility and wind mitigation procedures.
4	**Project Name**	Code/Blight Enforcement
	Target Area	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05
	Goals Supported	Code Enforcement
	Needs Addressed	Code enforcement
	Funding	CDBG: $120,249.22
	Description	This project will fund a position for a Code/Blight Enforcement Officer within the Bradenton Police Department
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This activity could benefit approximately 1000 households living in low- and moderate-income neighborhoods.
	Location Description	The Bradenton police Department is located at 1001 10th St. W. However, the activity will take place in the city's low- and moderate-income census tracts, which include 1.03, 7.03, 7.04, 7.05. The Code/Blight Enforcement Officer will work with the city's code enforcement team to address blighted properties where criminal activity is present. The Code/Blight Enforcement Officer will also partner with other city departments and community resources to address blighted areas and homelessness. Assisting people who are homeless with connecting to resources to gain housing will also reduce blight and illegal congregation on abandoned or blighted properties. As of October 1, 2024, the State of Florida made it illegal to camp or sleep on public property and required local governments to provide housing and treatment services.

	Planned Activities	Responding to neighborhood complaints regarding vacant or abandoned properties, including properties where illegal activities are occurring, working with the city's code enforcement team regarding these complaints, and addressing homelessness, all within the city's CRA areas, which coincide with the CDBG local target area.
5	**Project Name**	Youth Shelter Rehabilitation
	Target Area	CENSUS TRACT 1.03
	Goals Supported	Homeless Needs
	Needs Addressed	Homeless needs
	Funding	CDBG: $64,230.00
	Description	This project will provide funds to rehabilitate a youth shelter in the City of Bradenton
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This project will fund improvements to a shelter that serves approximately 140 homeless youth aged 10-17 annually. These youth would be considered low-income.
	Location Description	The shelter is located at 1001 9th Ave. W. in Bradenton.
	Planned Activities	This project will rehabilitate an existing youth shelter. Activities include parking lot repaving, the installation of an irrigation system and sod, exterior repairs, and re-cabling to provide improved internet access for shelter residents and staff.
6	**Project Name**	Program Administration
	Target Area	CENSUS TRACT 1.03 Census Tract 7.03 Census Tract 7.04 Census Tract 7.05
	Goals Supported	Affordable Housing Homeless Needs Elder Needs Code Enforcement
	Needs Addressed	Housing needs Homeless needs Elder needs Code enforcement Infrastructure needs

	Funding	CDBG: $89,552.60
	Description	This project will provide funding for general administration of the CDBG program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Program administration will ensure that activities funded through CDBG benefit low- and moderate-income residents.
	Location Description	General program administration is located at Bradenton City Hall, 101 12th St. W. Bradenton.
	Planned Activities	Project oversight, review and processing of invoices for reimbursement submitted by non-profits, reporting to local officials and HUD.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The areas of the city where assistance will be directed have high concentrations of low-income residents. Some of these neighborhoods, particularly the neighborhoods in 7.03 and 7.04 are some of the oldest in the city. They also have high concentrations of minority residents. The concentration of senior residents (aged 65+) in these census tracts is fairly low, about 20-25%.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 1.03	40
Census Tract 7.03	30
Census Tract 7.04	20
Census Tract 7.05	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since these areas are primarily low-income, it makes sense to assist residents with maintaining their housing and to ensure the area does not become blighted with abandoned, decaying structures. Census tracts 7.03, 7.04, and 7.05 have owner-occupied unit percentages of between 35% and 50%. Tract 1.03 is substantially lower at 23%, and it includes more commercial properties than tracts 7.03, 7.04, and 7.05.

Discussion

For the coming year, the city will concentrate its resources in the low and moderate income areas of the city. Since the local target area coincides with the city's CRA territories, a greater impact may be made in these areas as a result of investments by the CRAs and CDBG and other funding sources.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city will meet affordable housing needs through the combination of CDBG, SHIP, and HLMP funding. Most of this funding will be concentrated in homeowner housing activities.

One Year Goals for the Number of Households to be Supported	
Homeless	140
Non-Homeless	20
Special-Needs	2
Total	162

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	11

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The homeless households mentioned above are the youth aged 10-17 sheltered at the family Resources shelter that is being renovated. Twenty additional households at risk of homelessness will receive assistance from Step Up Suncoast. Habitat for Humanity will produce one new unit of homeowner housing, either through the acquisition of vacant land, acquisition and rehabilitation of existing housing, or the acquisition of existing housing without rehabilitation. SHIP and HLMP funding will be used to rehabilitate 10 units of homeowner housing, at least two of which will be occupied by special needs households.

AP-60 Public Housing – 91.220(h)

Introduction

Historically, there has been limited interaction between the City of Bradenton and the Bradenton Housing Authority, with the exception of activities such as appointments to the Board of Commissioners. The city has reached out on numerous occasions over the years requesting information on the needs of public housing in the area from the housing authority, and seldom receives a response.

Actions planned during the next year to address the needs to public housing

Consultation with the Bradenton Housing Authority this year did not result in any needs or concerns being brought to the city's attention, so therefore there are no public housing needs to address.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Bradenton Housing Authority has one resident representative on the Board of Commissioners, whose term runs through April 2027. The city historically has had limited interaction with the Bradenton Housing Authority and does not expect that situation to change in the upcoming year.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Bradenton Housing Authority is not designated as a troubled housing agency.

Discussion

Based upon the responses from Bradenton Housing Authority, there is limited information on the needs of public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The city generally addresses the needs of people who are homeless through its CDBG funding. People who are frail and elderly are also served through activities funded with CDBG. Occasionally, these groups may have people with special needs. Under the SHIP program, the city is required to set aside 20% of the funding it receives each year for the benefit of special needs households, so this year the city will have approximately $90,000 set aside for special needs households. Ship special needs activities can include general housing rehabilitation, with or without accessibility improvements.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city's Code/Blight Enforcement Officer may encounter people who are homeless and unsheltered in the process of performing their duties. If they do, they provide people who are homeless and unsheltered with information and referrals on agencies that may help them with housing. This Code/Blight Enforcement Officer attends regular meetings of local homeless service providers in the community to network and learn more about available services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The city will address the emergency shelter and transitional housing needs of people who are homeless by providing funds to rehabilitate the Family Resources youth shelter. Other opportunities to address these needs may come as the city closes out activities undertaken in 2024-25 and has funds available to reallocate to new activities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The city will provide referrals agencies that may meet their needs to people who are homeless, including people who are chronically homeless. This may include families with children, veterans and their families, and possibly unaccompanied youth. Typically, the type of people who are homeless that the city

encounters are generally single adults.

The City of Bradenton facilitates the construction of housing affordable to low-income households, which has resulted in the development of several affordable and workforce rental complexes that offer housing for households with income as low as 30% of the area median income. The city will continue to consider these types of developments as they are presented, including considering investments in them, such as local government contributions or other affordable housing incentives.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The city will assist people at risk of homelessness through its funding to Step Up Suncoast for rent, utility, and mortgage assistance. The city will preserve affordable housing for people who are low- or very low-income using SHIP and HLMP funds to repair homeowner housing, making it safe and sanitary. As mentioned above, homeless youth will be served through the rehabilitation of the Family Resources youth shelter. Other populations, such as people who are discharged from publicly funded institutions and systems of care into homelessness may be encountered by the Code/Blight Enforcement Officer, who can provide them with referrals to agencies that may assist them with housing and other needs.

Discussion

The city will address the needs of people who are homeless, at risk of homelessness, and/or who have special needs by undertaking a variety of activities during the 2025-26 program year. These activities include homeless prevention activities, providing information and referrals to people who are homeless, rehabilitating a shelter for unaccompanied youth who are homeless, and preserving housing owned by households who are low or very low income by making repairs necessary to keep the housing safe and sanitary.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The city facilitates the production of affordable housing through the support of affordable housing projects, including the provision of local government contributions, by keeping an inventory of city-owned surplus land that would be suitable for affordable housing, and by offering incentives for the production of affordable housing. As a result, the city has seen the development of several affordable and workforce housing over the past several years. However, the city faces at least two barriers to the production of affordable housing. The city is mostly developed, with little vacant land available. As a result, a few of the affordable housing developments have been redevelopment projects, including one project that was developed on a former brownfield site. In addition, the cost of construction materials has increased by approximately 40% over the past five years, raising the cost of housing construction.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The city offers several incentives for the construction of affordable housing. These include expedited permitting, the modification of impact fees, flexible densities, the modification of parking requirements, modification of setback requirements, flexible lot configurations, the modification of street requirements, and the construction of affordable accessory residential units in areas of the city governed by form-based code. The city also regularly reviews its ordinances, codes, and regulations to ensure that it is not impeding the production of affordable housing.

Discussion:

As a result of its efforts to expand its inventory of affordable housing, the city has added 412 units of affordable rental housing to its inventory, along with 20 units of workforce housing over the past ten years. In addition, it has fostered the production of seven homeowner units by providing Habitat for Humanity with funding for property acquisition and has preserved several more affordable housing units through its housing rehabilitation program, as well as providing Habitat for Humanity with funding for its Critical Home Repair program in the past.

AP-85 Other Actions – 91.220(k)

Introduction:

The 2021-25 Consolidated Plan mentions affordable housing as one of the underserved needs in the city, particularly in the local target area. These neighborhoods have a higher concentration of minority populations than other parts of the city as well as some of the highest poverty levels in the city. The city has made progress in facilitating the development of affordable housing through a combination of incentives and local government contributions. However, households at or below 50% of the Area Median Income (AMI) still are housing cost burdened, with 3,947 of the 7,554 household in this group paying more than 50% of their gross monthly income on housing costs. The North Port-Sarasota-Bradenton Metropolitan Statistical Area still has a deficit of 19,907 units affordable to households at 50% AMI and under.

The city preserves its stock of affordable homeowner housing through its housing rehabilitation program, assisting low- and very low-income households, including special needs households. These housing rehabilitation projects may include the addition of accessibility features so that special needs households are able to remain comfortably in their homes. This activity improves neighborhoods by preventing homes from becoming dilapidated.

Actions planned to address obstacles to meeting underserved needs

For the next year, the city will continue to assist very low and low-income homeowners with repairing their homes to keep them safe and sanitary. Funds will be provided to Step Up Suncoast to assist people at risk of homelessness. The needs of homeless youth will be met by funding improvements to a local youth shelter. Funding will be provided to Meals on Wheels Plus of Manatee Cunty for their Unfunded Senior Meals program to provide meals to frail, elderly residents of the City of Bradenton.

Actions planned to foster and maintain affordable housing

The city will continue to facilitate the production of affordable housing by facilitating the development of such housing through the use of incentives that reduce the cost of housing and the provision of local government contributions as warranted. They city will continue to keep an inventory of properties suitable for the development of affordable housing available for developers interested in developing these types of properties. Finally, the city will continue to review its ordinances, codes, regulations, and permitting process to eliminate excess requirements in order to facilitate the development of affordable and workforce housing.

Actions planned to reduce lead-based paint hazards

In Florida, contractors working on homes built before 1978 are required to follow the EPA's Renovation, Repair, and Painting (RRP) rule. Therefore, contractors working on the city's housing rehabilitation

projects will be compliant with this requirement. As of 2023, the rate of lead poisoning for Manatee County (which includes Bradenton) was 4.2 cases per 100,000 residents. The Manatee County Health Department conducts environmental lead assessments exclusively referred by physicians through its epidemiology office.

Actions planned to reduce the number of poverty-level families

The City of Bradenton will continue to coordinate its efforts with local non-profits and public housing agencies in reducing the number of poverty-level families. This coordination can include supporting programs such as job-training programs, entrepreneurship programs, and even improving areas of the city to make them more attractive to facilitate economic development.

Actions planned to develop institutional structure

The city partners with community non-profit social service agencies to meet the community needs identified in the Consolidated Plan. Several of these non-profits have longstanding relationships with the city. Housing and Community Development staff reach out to additional non-profits in the community annually, advising them of the community needs identified in the Consolidated Plan and the availability of funding to meet these needs. During the year, Housing and Community Development staff receive inquiries from community non-profits regarding funding for projects and informs them of the times at which funds are available and when applications will be taken. The city will continue to develop institutional structure through these methods, and will provide technical assistance, including on-site visits, to current and new subrecipients as needed.

Actions planned to enhance coordination between public and private housing and social service agencies

The city consults with public and private social service agencies regarding the needs of the community and notifies them as funding opportunities arise. City staff provide referrals to the various agencies for residents seeking assistance. The Code/Blight Enforcement Officer attends participates in community meetings and partners with community resources, other city departments, and local businesses to address homelessness and Housing and Community Development staff provide technical assistance to local non-profits as needed to build their capacity to utilize CDBG funding. The city will continue with these activities throughout the coming year.

Discussion:

The city has made some progress in addressing the affordable housing needs of the community and will continue to do so in the future. Other community needs, such as services to the elderly, at-risk youth, and households at risk of homelessness will be addressed by engaging social service agencies with expertise in providing these services. The city will continue to strengthen the institutional structure to provide these services and to reduce the number of poverty-level families.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Below are the program-specific requirements. The city does not have any Section 108 loans, urban renewal settlements, and does not fund float-funded activities.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	2,730
5. The amount of income from float-funded activities	0
Total Program Income:	**2,730**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The $2,730.04 will be reallocated, along with $721,735.26 in funds from closed out activities and program income from previous years that has not been reallocated. The city expects to have these funds reallocated to an activity by September 30, 2025.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Brandenton

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000283

* c. UEI: 040877557000

d. Address:

* Street1: 101 Old Main Street

Street2:

* City: Bradenton

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 34205-7865

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.

* First Name: Vicki

Middle Name:

* Last Name: White

Suffix:

Title: Housing and Community Development Manager

Organizational Affiliation:

* Telephone Number: 941-932-9463

Fax Number:

* Email: vicki.white@bradentonfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S Department of Housing and Urban Development

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant/Entitlement Grants

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Bradenton 2025-2026 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 16 * b. Program/Project: 16

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	447,763.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	447,763.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Gene

Middle Name:

* Last Name: Brown

Suffix:

* Title: Mayor, City of Bradenton

* Telephone Number: (941)932-9400, ext. 450 Fax Number:

* Email: gene.brown@bradentonfl.gov

* Signature of Authorized Representative: * Date Signed: 08/13/2025

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ 8/13/2025

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ 8/13/2025____

Signature of Authorized Official Date

Mayor_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Mr.

*First Name: Gene

Middle Name:

*Last Name: Brown

Suffix:

*Title: Mayor, City of Bradenton

*Applicant Organization: City of Bradenton

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: *Date: 08/13/2025

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-75 - State Housing Initiatives Partnership (SHIP) Loan Approval

SUGGESTED ACTION: Approve the SHIP loan for $40,416.00 for 1230 50th Street East, Bradenton, FL 34208. The bid submitted by Ellis Enterprises Construction & Development, Inc. for $40,416.00 was determined to be the lowest and most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $40,416.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 4 at 1230 50th Street East, Bradenton, FL 34208. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180)

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

SUGGESTED MOTION:
Motion to approve Resolution 25-75.

ATTACHMENTS:

Resolution 25-75
Contractor Bids Received
Walkthrough Sign In Sheet and Statement of Work

CITY OF BRADENTON
RESOLUTION NUMBER 25-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN #801I FOR 1230 50TH STREET EAST FOR $40,416.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowners **Gary Laco, 1230 50th Street East, Bradenton, Florida 34208** (the "Owner") determined eligible to receive assistance with rehabilitation of his home; and

WHEREAS the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Ellis Enterprises Construction & Development, Inc. for $40,416.00 was determined to be the lowest and most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan #801I for 1230 50th Street East, Bradenton, Florida 34208 for $40,416.00 for Gary Laco;

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owner, consistent with this Resolution; and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13TH DAY OF AUGUST 2025.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5250808v1

Contractor Bids Received

Date: July 23, 2025

Project: Gary Laco
1230 50th St E
Bradenton, FL 34208

Program: Housing Rehabilitation Assistance (SHIP)

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction	50,934.00	Dietra Barfield	9:18 am
Ellis Enterprises	40,416.00	Vicki White	1:20 pm

Opened by:

Dietra Barfield, HCD Specialist — 7/23/25 Date/Time

NON-BID FORM

Project Loan:	8011
Site/physical address:	**1230 50th St E, Bradenton, FL 34208**
Program(s):	**SHIP – Housing Rehabilitation Assistance**
Homeowner:	**Gary Laco**
Homeowner phone:	**941-266-0141**

CONTRACTOR'S NAME: PINNACLE Group / Matt C Vanderstad

Phone: 941-685-6132

Thank you for the opportunity to submit a proposal for rehabilitation of the referenced property. After careful consideration, we regret to inform you that we will not be submitting a bid for this project for the following reasons (please check all that apply):

- ☐ The scope and requirements of the project are not in line with our current company requirements and capacity at this time.
- ☐ We require additional engineer evaluation prior to preparing the bid. Please advise if this is something the program can fund, and how quickly the evaluation can be scheduled.
- ☐ The budget allowance for this project is insufficient to cover the costs and overhead of completing a quality job in compliance with City building codes.
- ☐ The estimated cost to repair far exceeds 50% of the building value.
- ☐ There are structural and/or damage issues that render the building no longer a safe or healthy building to occupy. Demolition is recommended.
- ☐ We will provide a bid for the demolition and new construction of a replacement home of comparable features if you can please provide owner-approved blueprints.
- ☒ Other: No Access For HVAC Bid

JUL 24 2025

Walkthrough Sign In Sheet

Date: July 16, 2025

Project: Gary Laco
1230 50th St E
Bradenton, FL 34208

Program: SHIP – Housing Rehabilitation

Contractor Name	Company
One Coast Construction - Monica Fitch	
Phil Pelle Gnap Matt VanVanken	
Nick Ellis	Ellis Ent Construction

WORK SPECIFICATIONS

Client: Gary Laco
Property: 1230 50th St E
Bradenton, FL 34208
Telephone: (941)266-0141

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

GENERAL REQUIREMENT WORK WRITE UP
01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required.

Materials + Labor

Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor not to leave furniture, appliances, clothering or other house contents unprotected outside house during job.

01.0500 GENERAL CLEANUP
Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping, and vacuuming.

2. OVERHEAD & PROFIT

1.00 EACH

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. INSTALL NEW HEAT PUMP WITH INSULATED DUCT WORK

1.00 EACH

INSTALL NEW HEAT PUMP WITH INSULATED DUCT WORK
Install a new electric heat pump having a minimum efficiency rating of SEER2 14.3 and HSPF2 7.5. that is sized to properly heat and cool the house. Install new insulated ductwork and thermostat. INSTALLATION TO INCLUDE ALL MATERIALS, COMPONENTS AND ELECTRICAL AND MECHANICAL CONNECTIONS REQUIRED to make system operate properly and safely in accordance with manufacturer's installation instructions.

A MANUAL J LOAD CALCULATION, AHRI CERTIFICATION, AND MANUFACTURER'S WARRANTY ARE REQUIRED FOR PAYMENT.

Remove old unit and ALL old ducting and materials to a legal disposal facility. DO NOT INSTALL UNIT IN THE ATTIC!

Materials + Labor

4. INSTALL NEW SHINGLES ON ROOF DECKING (*)

3170.00 SF

INSTALL NEW SHINGLES ON ROOF DECKING (*)
INSTALL NEW SHINGLES ON ROOF DECKING

Remove all existing shingles and underlayment down to roof decking. Install secondary water barrier and Energy Star qualified dimensional shingles and aluminum drip edge per manufacturer's specifications in compliance with the Florida Building Code. Shingle color to be selected by Owner, but it must be a color offered for the Energy Star qualified dimensional shingles. Bid price will include the cost of replacing 4 sheets of decking. If additional decking needs to be replaced, a change order may be submitted to cover this cost.

5. HURRICANE STRAPS

50.00 EACH

Hurricane straps
PERMIT REQUIRED
Install hurricane straps on rafters/joists according to code and manufacturer's specifications.

6. INSTALL NEW ROOF SHEATHING TO RAFTERS

20.00 EACH

INSTALL NEW ROOF SHEATHING TO RAFTERS
Replace damaged roof sheathing. Call for Verification Inspection after installing decking.

7. INSTALL GABLE END BRACES IN ATTIC

4.00 EACH

INSTALL GABLE END BRACES IN ATTIC
Install gable end braces according to code.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-77 - 2023-26 Local Housing Assistance Plan (LHAP) Strategy Code Correction

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's 2023-26 Local Housing Assistance Plan (LHAP) was adopted April 26, 2023, and submitted to Florida Housing Finance Corporation with an incorrect strategy code for the Emergency Repair strategy. The City's intention was to provide emergency repair assistance to homeowners. However, the strategy code used in the LHAP was for emergency repair assistance for rental housing. Florida Housing's technical assistance staff brought this to the City's attention July 27, 2025.

FINANCIAL IMPACT:
There will be no financial impact

ATTORNEY REVIEW/RECOMMENDATION:
The City Attorney's office advised that the error could be corrected in the LHAP and City Council approve a corrected version of the same resolution attached to the original LHAP.

SUGGESTED MOTION:
Motion to approve Resolution 25-77.

ATTACHMENTS:

Resolution 25-77
2023-26 LHAP

CITY OF BRADENTON
RESOLUTION NUMBER 25-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA APPROVING A REVISED LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907- 420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE REVISED LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration by City Council at the April 26, 2023, council meeting, City Council approved Resolution 23-47 adopting the 2023-26 Local Housing Assistance Plan as required by the State Housing Initiatives Partnership Program Act; and

WHEREAS, City staff recognized a scrivener's error for the code used for emergency repair assistance; and

WHEREAS, City Council finds that it is in the best interest of the public for the City of Bradenton to submit the Revised Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

1. The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.
2. This resolution shall repeal and replace Resolution 23-47.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13TH DAY OF AUGUST 2025.

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

City of Bradenton

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

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B. Timeline for Estimated Encumbrance and Expenditures	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	

I. Program Details:

A. LG(s)

Name of Local Government	City of Bradenton
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were

submitted as well as any established funding priorities as described in this plan**.**

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs applicants receive a priority in all strategies, followed by very low-income households.

J. **Discrimination :** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government		10%
Third Party Entity/Sub-recipient		

R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less*

than the cost of constructing a permanent structure.

S. **Project Delivery Costs:** Project delivery costs will be granted to clients of the housing rehabilitation and housing reconstruction strategies. These project delivery costs may include initial inspections, scope of work development, meeting with contractors on site for the bid process, and construction oversight. These project delivery costs are actual amounts of services and deliverables.

T. **Essential Service Personnel Definition (ESP): ESP includes** municipal workers, teachers and educators, other school district, community college , and university employees, police and fire personnel, health care personnel, utility workers, licensed child care workers, skilled building trades and active duty military including the Coast Guard and the National Guard.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

1. **Roofs**- Energy Star qualified roof coverings will be used. If necessary, the attic will be insulated to the correct R factor if necessary.
2. **Windows**- Energy Star qualified impact windows will be used.
3. **Doors-** Insulated impact-rated exterior doors will be installed. This includes garage lift doors.
4. **HVAC units -** Energy-Star qualified units will be installed. In addition, a residential load calculation will be completed in order to ensure the HVAC system is properly sized to heat and cool the home.
5. **Plumbing**- WaterSense products will be used in plumbing repairs.
6. **Solar power systems**- if customers are interested in having a solar power system installed as part of the rehab work, this can be done. However, the roof will also be assessed for life expectancy' and replaced if necessary, prior to the solar power system being installed.
7. **Other items-** other items designed to increase the energy efficiency of the home will be considered, based on the scope of work for the project.

V. **Describe efforts to meet the 20% Special Needs set-aside:** Historically, the city has met its special needs set aside primarily through its housing rehabilitation strategy. Housing rehabilitation can include modifications made to the home to increase its livability for a special-needs family member. The City expects this trend to continue. There is a growing population of elderly residents we need to address home modifications for so they can age in place. We have worked with Meals on Wheels for several years, helping to provide meals to those with special needs. Most of these individuals are also very low-income. The City also assisted people with special needs through its multifamily construction/rehabilitation strategy, so it is possible that this could happen in the future, depending on SHIP program funding.

W. **Describe efforts to reduce homelessness:** The city will continue with the rental deposit/eviction protection strategy in this LHAP. Funding will depend upon SHIP program funds received.

Over the past several years, the city has provided funding for homeless prevention activities, provided funding for services for people who are homeless or at risk of homelessness, and funding for people who are homeless and either cannot be sheltered in local shelters due to family composition or who are about to be discharged from a medical or mental health facility into homelessness. We have worked with Gulfcoast Legal on preventing eviction and the Salvation Army on temporary housing and rental assistance. These partnerships are still in place.

The Bradenton Police Department has a Homeless Outreach Team (HOT), which engages with people who are homeless and/or stranded in Bradenton. They assist these people with transportation back home, lodging, food, or other necessities. This program has been very successful and is in its fourth year.

Section II. LHAP Strategies:

A. Purchase Assistance Strategy	Code: 1,2

a. Summary: The purchase assistance strategy will provide purchase assistance to the first-time homebuyers as defined in Section 1, Paragraph R of this LHAP. This purchase assistance includes, but is not limited to down payment assistance, closing cost assistance up to $10,000, principal reduction payments, and buying down the rate on the mortgage, up to the maximum amount available. HUD FHA 203k loans are eligible for this strategy.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Any unpaid balance will be forgiven at the end of the 30-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment: Repayments are required, and the minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until

the total debt to income ratio reaches 35%. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

Payments will be made on a monthly basis for the first ten years of the loan. Any remaining balance will be forgiven at the end of the 30-year loan term. In the case of repayable loans, the debt to income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation. Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving purchase assistance, provided their loan is in good standing at the time of application.

B. Housing Rehabilitation Strategy	Code: 3

a. Summary: The purpose of this strategy is to correct health violations, code violations, safety hazards, and to improve the energy efficiency of homeowner housing in the City of Bradenton. As much as possible, green building features will be incorporated into the repair work. For wood frame homes built before 1995 and that are not on a slab foundation, repairs will be limited to the replacement of HVAC systems.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $100,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan/deferred loan/grant: Project costs under $5,000 will be provided as a grant. For project costs that exceed $5,000, the loan will be repayable or deferred, depending on the borrower's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term: Years in loan term: The term of the loan will be based upon the amount borrowed. Below is a table describing loan terms and amounts.

Maximum amount awarded	Loan term
Up to $5,000	grant
$ 5,001 - $ 10,000	5 years
$10,001 - $ 30,000	10 years
$30,001 - $ 50,000	15 years
$50,001 - $ 60,000	20 years
$60,001 - $100,000	30 years

4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the Loan term
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + COB loan/gross monthly income). The definitions for these terms are:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ration before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The City reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary to meet the maximum 35% debt to income ratio, should there be a decrease in income. When assistance is provided, the loan will be deferred for three years.

Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold* leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section l, paragraph l.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Additional Information: Should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. if the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

C. Housing Demolition/Reconstruction Strategy	Code: 4

a. Summary candidates for the reconstruction strategy will be applicants for housing rehabilitation whose repair costs exceed 50% of the replacement cost of the home. The 50% of the replacement cost of the home based upon a replacement cost of the existing home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low-income households.

d. Maximum award: $150,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayable or deferred loan based on the ability to repay the assistance.
2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the loan term.
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + SHIP loan/gross monthly income). The definitions for these terms are:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The city reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

   When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are

unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary in order to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in section 1 Paragraph 1.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

D. Rental Assistance (tenant) and Security and/or Utility Deposits Strategy	Code: 13,23

a. Summary: This strategy will provide upfront financial assistance with rental security deposits, first and last months' rents and utility deposits. If this amount is not sufficient to cover the cost of moving into a rental unit, the family must be able to make up the difference or they will be considered ineligible to receive the assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $3,000

e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first served basis and the priorities described in Section l, Paragraph l.

g. Sponsor Selection Criteria: This strategy will be administered by a sponsor, that sponsor must be a nonprofit with at least five years' experience administering this type of program and will be chosen through a competitive application process. Access to HMIS is preferable, since the sponsor could be working with households that are homeless or at risk of homelessness, but it is not necessary. However, if two agencies are equal in terms of capacity and experience, preference will be given to the agency that has access to HMIS.

The sponsor will enter into an agreement with the city to provide the services and will be responsible for completing monthly and quarterly reports on the strategy, as well as providing a final closeout report at the end of the grant year. The sponsor will be responsible for maintaining client files and will have them available for inspection by City staff upon request. The sponsor will be able to reimburse for service delivery costs, such as inspection fees and eligibility determination and case management for applicants for the assistance.

Additional Information: The funds will either be paid directly to the party that is owed the funds or to the sponsor on a reimbursement basis. No funds will be given directly to the household. Households may apply for additional assistance, but there must be at least three years between the times the households apply for assistance.

Applicants should be leasing units where their gross monthly rent does not exceed 30% of their gross monthly income; however, applicants may rent units where the rent is 50% of their gross monthly income, provided that they are able to sustain this level of rent after the assistance has been provided. The recipients must show that they are able to continue making the monthly rental payments after the assistance is provided, and they must be signing at least a 12-month lease.

Eviction protection will be provided to households who have fallen behind on their rent and have received an eviction notice. Eligible reasons for falling behind on rent are as follows:

a) Involuntary loss in pay due to unemployment/underemployment.
b) Divorce/separation resulting in a temporary loss in income.
c) Death of a spouse resulting in a loss in income.

d) Sudden, unforeseen medical payments.
e) Involuntary loss of verifiable income from other sources (temporary or permanent).
f) Worked missed due to family member illness.
g) Unexpected vehicle repair bills.

If there is a difference between the $3,000 and the amount owed, the applicant must be able to pay this difference in order to be eligible for the assistance.

h. Additional Information:

E. Multifamily Rental Construction	Code: 14, 20, 21

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate households

d. Maximum award: $150,000 per development

e. Terms:

1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.

2. Interest Rate: 0%

3. Years in loan term: 15

4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.

5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.

6. Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an

extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

f. Recipient/Tenant Selection Criteria: Applications for potential tenants will be reviewed for eligibility by the development's management team and will be approved according to their policies and procedures. The developer and/or their management team may not refuse to rent to households receiving tenant-based rental assistance.

g. Sponsor/Sub-recipient Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:

1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.
10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developer fee.

h. Additional Information: If the property is transferred to another entity prior to the end of the affordability period, the mortgage may be assumed, provided the new owner(s) continue making the units affordable. Any sale of units assisted under this strategy with a remaining mortgage balance must give a first right of refusal to eligible nonprofit organizations at the current market value for continued occupancy by eligible persons in accordance with Section 420.9075 (4) F. S.

The rental and income limits will be based on the SHIP program income and rent limits published annually by the Florida Housing Finance Corporation. Monitoring of rent and income eligibility will be completed . Monitoring of rent and income eligibility will be completed annually by SHIP program staff. In the case of developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

F. Disaster Assistance	Code: 5, 16

a. Summary: The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

i. the purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii. interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii. construction of wells or repair of existing wells where the public water is not available;
iv. payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
v. security deposit for eligible recipients that have been displaced from their homes due to disaster;
vi. rental assistance for eligible recipients that have been displaced from their homes due to disaster;
vii. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
viii. mortgage assistance for those who may have lost their employment due to disaster;
ix. assistance with utilities;
x. aid those who may have to travel out of state to find housing or live with family or friends;
xi. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate up to 140% AMI

d. Maximum award: $15,000

e. Terms :
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first-served basis and the priorities described in Section I, Paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds at all times must be used for eligible applicants and eligible housing.

G. Emergency Repair Strategy	Code: 6

a. Summary: These repairs are for smaller items that do not call for a major rehab. These could be roof repairs, termite treatments or window replacements. The expenses are not great but preserve affordable homes.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first served basis and the priorities described in Section l, Paragraph l,

g. Sponsor Selection Criteria: N/A

h. Additional Information:

H. Foreclosure Prevention Strategy	Code: 7

a. Summary: This strategy will help those having trouble making their mortgage payments through no fault of their own. The assistance will be available to homeowners in need from 3 to six months. They must be able to show that they will be able to maintain their mortgage following assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Must meet income requirements and be struggling to keep their mortgage current. Property will be in the City of Bradenton boundaries.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:
The Planning and Community Development Department will expedite permits for all affordable housing projects, through the Planned Development Permit, in keeping with Goals Objectives, and Policies of the Housing Element of the City's Comprehensive Plan (Goal #1, Objective and Policy #6). The Planned Development Permit and its attendant process, is a discrete, identified part of the City's Land Development Regulations (LDRs) - the implementing ordinances (laws) by which land development projects are reviewed. Through this process affordable housing projects or projects with an affordable housing component receive a "fast track", unified review and are scheduled for the first available Planning Commission and City Council hearings.

B. Name of the Strategy**: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:
Policy: The Planning and Community Development Department will, on an on-going basis, review all housing review procedures to ensure a streamlined process for Planned Development Permits in accordance with the Housing Element of the City of Bradenton's Comprehensive Plan (Goal #2, Objective #2, Policy #6). Each year the City of Bradenton, in conjunction with the Affordable Housing Advisory Committee, will evaluate the process for permitting affordable housing and determine if there are process issues as they pertain to affordable housing. The City and the Affordable Housing Advisory Committee will recommend changes, if any are needed, to the City of Bradenton City Council for action.

C. Other Incentive Strategies Adopted:

1. **The modification of impact-fee requirements,** including reduction or waiver of fees and alternative methods of fee payment for affordable housing: The City of Bradenton revised the Housing Element of the City’s Comprehensive Plan in 2011. A new policy regarding a reduction and/or waiver of most impact fees as incentives for developing affordable housing was included in the updated plan.

2. The allowance of **flexibility in densities** for affordable housing: Currently, the City's Future land Use Element of the Comprehensive Plan and the Urban Central Business District, Urban Village zoning districts allow density bonuses for the provision of affordable housing.

3. The allowance of **affordable accessory residential units in residential zoning districts**: The City's zoning ordinance currently allows for accessory residential units in the "Village of the Arts" overlay district and is considering extending these uses to residential properties in the "Urban Village" land use designation.

4. The allowance of **flexible lot configurations**, including zero-lot-line configurations for affordable housing: The City's Planned Development Permit zone district and process currently permits flexible lot configurations for all housing types and income levels.

5. **Parking and setback requirements**- areas of the city covered by form-based code already offer more generous parking and set back requirements, and the city allows for parking and setback reductions as incentives for the production of affordable housing.

6. The support **of development near transportation hubs** and major employment centers and mixed-use developments: The update of the City's Comprehensive Plan (especially the Future Land Use, Transportation, Design, Capital Improvements, and Housing Elements) is focusing on using the principles of "new urbanism" as a basis for developing a framework for future development of the City. Inherent in these principles is the support of development near transportation hubs and employment centers. This effort has been further enhanced by the incorporation these principles into the revision of the CRA Development Plans.

7. The Affordable Housing Advisory Committee recommended to the Planning Department that when the form-based code is evaluated, changes need to be discussed. The desire is to allow for more **generous parking requirements.** Perhaps more than one space per household.

8. The City has the **modification setbacks** as an incentive for the production of affordable housing. The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

9. The City does not apply **street requirements** unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits. The incentive needs to be defined in quantifiable terms. There also needs to be an application process.

10. The City has an **inventory of lands** it owns and has just finished the process of updating this inventory. The inventory has been evaluated and there is a property that is suitable for affordable housing development. Discussion of the property is on the agenda for our next AHAC meeting.

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING

Green Building provides a healthier environment for life on our planet.
Meeting Synopsis: The city encourages the use of energy efficient and environmental concepts for home building.
Existing Strategy: The city encourages the use of energy efficient and environmental concepts for home building, including affordable housing.
AHAC Recommendation: Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
Implementation: 9/09

INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
Meeting Synopsis: The city does not have any regulations regarding inclusionary zoning, but has considered it.
Existing Strategy: None.
AHAC Recommendation: Consider using inclusionary zoning as a method of ensuring a supply of affordable housing.
Implementation: Under consideration

WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

Meeting Synopsis: The city does not have this in place, although it does charge for missed inspection, and these fees increase as the number of reinspections for a single work item increase.
Existing Strategy: None.
AHAC Recommendation: Consider waiving fees for missed inspections for affordable housing developments
Implementation: Proposed this year by the Affordable Housing Advisory Committee

IMPACT STATEMENT

Meeting Synopsis: The AHAC does not have an Impact Statement, but is recommending one to be included in this year's strategies.
Existing Strategy: None.
AHAC Recommendation: The City will require that two trees be planted in the yard of every new home. The estimated expense is $500 per new construction.
Implementation: Work with Planning on changing the form-based code.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

(Local Government name)

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

The City of Bradenton affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years are not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Fuds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15th of the year in which funds are required to be expended. The extension request shall be emailed to Robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that Bradenton, Manatee County requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31st. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government: Bradenton

Estimated Funds (Anticipated allocation only): $ 652,969

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
2	Purchase Assistance without Rehab	Yes	0	$20,000	0	$20,000	1	$20,000	$20,000.00	$0.00	$20,000.00	1
3	Owner Occupied Rehabilitation	Yes	3	$60,000	3	$50,000	1	$29,554	$359,554.00	$0.00	$359,554.00	7
4	Demolition/Reconstruction	Yes	0	$150,000	0	$150,000	0	$150,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repair	Yes	2	$8,000	1	$10,000	1	$6,000	$32,000.00	$0.00	$32,000.00	4
7	Foreclosure Prevention	Yes	3	$8,000	2	$4,000	0	$10,000	$32,000.00	$0.00	$32,000.00	5
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		8		6		3		$443,554.00	$0.00	$443,554.00	17
	Purchase Price Limits:		New	$ 349,526	Existing	$ 349,527						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
13	Rental Assistance (Tenant)	No	4	$3,000	4	$3,000	0	3000	$0.00	$24,000.00	$24,000.00	8
21	New Construction	Yes	0	$150,000	2	$60,000	0	150000	$120,000.00	$0.00	$120,000.00	2
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		4		6		0		$120,000.00	$24,000.00	$144,000.00	10
	Administration Fees		$ 65,200		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 652,754	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.3%	OK
Homeownership % (65% requirement)		67.9%	OK
Rental Restriction (25%)		22.1%	OK
Very-Low Income (30% requirement)		$ 232,000	35.5% OK
Low Income (30% requirement)		$ 648,000	99.2% OK
Moderate Income		$ 55,554	8.5%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 652,969

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
2	Purchase Assistance without Rehab	Yes	2	$19,000	2	$20,000	2	$20,000	$118,000.00	$0.00	$118,000.00	6
3	Owner Occupied Rehabilitation	Yes	2	$30,000	2	$35,000	2	$40,000	$210,000.00	$0.00	$210,000.00	6
4	Demolition/Reconstruction	Yes	1	$150,000	0	$79,800	0	$150,000	$150,000.00	$0.00	$150,000.00	1
5	Disaster Assistance	Yes	2	$8,000	2	$5,000	1	$1,050	$27,050.00	$0.00	$27,050.00	5
6	Emergency Repair	Yes	2	$4,000	3	$3,000	1	$7,500	$24,500.00	$0.00	$24,500.00	6
7	Foreclosure Prevention	Yes	2	$5,500	3	$5,000	1	$8,000	$34,000.00	$0.00	$34,000.00	6
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		11		12		7		$563,550.00	$0.00	$563,550.00	30
	Purchase Price Limits:		New	$ 349,526	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
13	Rental Assistance (Tenant)	No	4	$3,000	3	$3,000	1	3000	$0.00	$24,000.00	$24,000.00	8
21	New Construction	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		4		3		1		$0.00	$24,000.00	$24,000.00	8
	Administration Fees		$ 65,200		10%			OK				
	Home Ownership Counseling		$ -									
	Total All Funds		$ 652,750	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.3%	OK
Homeownership % (65% requirement)		86.3%	OK
Rental Restriction (25%)		3.7%	OK
Very-Low Income (30% requirement)		$ 295,000 45.2%	OK
Low Income (30% requirement)		$ 144,000 22.1%	OK
Moderate Income		$ 139,550 21.4%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government: Bradenton

Estimated Funds (Anticipated allocation only): $ 652,969

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
2	Purchase Assistance without Rehab	Yes	2	$15,000	1	$19,000	1	$6,000	$55,000.00	$0.00	$55,000.00	4
3	Owner Occupied Rehabilitation	Yes	3	$34,500	2	$25,000	1	$25,000	$178,500.00	$0.00	$178,500.00	6
4	Demolition/Reconstruction	Yes	1	$90,000	0	$150,000	0	$150,000	$90,000.00	$0.00	$90,000.00	1
5	Disaster Assistance	Yes	3	$4,000	2	$3,500	1	$20,000	$39,000.00	$0.00	$39,000.00	6
6	Emergency Repair	Yes	2	$5,000	3	$3,500	0	$10,000	$20,500.00	$0.00	$20,500.00	5
7	Foreclosure Prevention	Yes	1	$8,500	4	$6,000	1	$10,000	$42,500.00	$0.00	$42,500.00	6
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		12		12		4		$425,500.00	$0.00	$425,500.00	28
	Purchase Price Limits:		New	$ 349,526	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
13	Rental Assistance (Tenant)	No	1	$3,000	1	$2,500	0	3000	$0.00	$5,500.00	$5,500.00	2
21	New Construction	Yes	2	$78,000	0	$150,000	0	150000	$156,000.00	$0.00	$156,000.00	2
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		1		0		$156,000.00	$5,500.00	$161,500.00	4
	Administration Fees		$ 65,200		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 652,200	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		89.1%	OK

Homeownership % (65% requirement)		**65.2%**		**OK**
Rental Restriction (25%)		**24.7%**		**OK**
Very-Low Income (30% requirement)		$ 413,000	63.2%	**OK**
Low Income (30% requirement)		$ 110,500	16.9%	**OK**
Moderate Income		$ 61,000	9.3%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

Gene Brown, Mayor

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Public Art Mural in City Hall

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton submitted an application for a City Grant to install a Public Art Mural outside the Housing and Community Development office in City Hall. On July 22, 2025, the Public Art Advisory Board voted and approved the mural.

FINANCIAL IMPACT:
No financial impact to the City as the grant was approved up to $5,411.56.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the installation of the mural outside the Housing and Community Development office in City Hall.

ATTACHMENTS:
Proposal from Artist Annie Dong

Annie Dong / Anniedartist
anniedartist@gmail.com
www.anniedartist.com
(813) 502-9265

Bradenton, Florida: City Hall Mural

DESIGN CONCEPT: The design features a straightforward overall painting. Its primary focus is a depiction of a sunset over the City of Bradenton, along with visual symbols that represent the community, such as the bridge and city buildings. The design incorporates various symbols, conveying themes like "It's a new day" and honoring the community.

Below will contain the final design concept and budget proposal.



DIGITAL DESIGN:





Bradenton City Hall Mural: Required Supporting Materials

Below are all expenses for this project.

Artist Fees: (**142.24**) square footage 142.24 Square Footage x $31 (per sq. foot) = **$4,267.20** 21" = 1.75' (W of wall space above door)+ 11.0833' (W of wall before door) = 12.8333' (W) 12.8333' (W) x 11.0833'(H) = 142.24 square foot *(including Design fee, labor, creation, project management, fabrication)*	$4,409.44
General Liability Insurance/Muralist Insurance coverage	$208.64
Materials and Supplies *(all anticipated supplies for the creation of project)*	$400
Travel and Transportation *(ex: gas, airfare, car rental, lodging, transportation of artwork)*	$40
Professional Subcontractor Fees- Artist has experience with wall prep-cleaning,etc. *(ex: architect, structural engineer, conservator, exterior cleaning technician, etc.)*	$0
Administrative Expenses - included in artist fee *(ex: contract documents or printing, studio or storage rental expenses, phone or laptop expenses for correspondence, copyright registration, etc.)*	N/A
Site Preparation Expenses *(exclude subcontractor fees)*	N/A
Installation Expenses- lift *(ex: equipment such as crane or scaffolding, base or mounting devices, traffic barricades, extra duty police officers, site restoration)*	N/A
Taxes: manatee county 7.0% *(estimated sales tax on all supplies and expenses incurred by the Artist)*	$353.48
Other *(provide explanation)*	$0
Total Expenses	$5,411.56

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-76 - Revised Inventory List of Surplus Property

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City Administration Department is recommending changes to the City-owned Surplus Property Inventory List to remove the parcel located at 1125 8th Avenue East as this property is being used for a stormwater pond as part of the East Side Drainage Project and, until that project is complete, the City will not know how much property will be available for use; and to add 1403 Ballard Park Drive and 1525 Ballard Park Drive as they are not needed for a public purpose.

Additionally, the City wishes to designate the CRA to manage the disposition of the following properties:
a. 907 15th Street West - Parcel ID #437570004
b. 1403 Ballard Park Drive - Parcel ID #3365800159
c. 1525 Ballard Park Drive -Parcel ID #336580019

An unsolicited bid was received to purchase the three properties referenced in paragraphs a-c above, and designating the CRA to manage the disposition is a strategic alignment that promises significant benefits, including accelerated redevelopment, a streamlined process, adherence to the CRA's core mission of eliminating slum and blight, and enhanced economic growth.

FINANCIAL IMPACT:
The financial impact cannot be ascertained at this time and will depend on any final disposition of the property, which will come before Council for approval.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille

SUGGESTED MOTION:
Motion to approve Resolution 25-76.

ATTACHMENTS:
Resolution 25-76

CITY OF BRADENTON
RESOLUTION NUMBER 25-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED SURPLUS, AND TO BE MADE PUBLICLY AVAILABLE FOR DISPOSITION; DESIGNATING THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON TO MANAGE THE DISPOSITION OF CERTAIN PROPERTIES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration by City Council of potential surplus properties at the October 11, 2023 council meeting, the city administration department recommended an inventory list of property declared as surplus and to be made publicly available on its website, and the City Council approved Resolution 23-44 adopting an inventory list that was made publicly available on the City's website; and

WHEREAS, the City Administration Department recommends removing the parcel located at 1125 8th Avenue East from the surplus inventory list as a portion of the property is being used for a stormwater pond as part of the East Side Drainage Project and, until the project is complete, the City will not know how much of the parcel will be available for use; and

WHEREAS, the City Administration Department has identified two additional City-owned parcels that are not needed for a public purpose and are appropriate to add to the surplus property inventory list; and

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

WHEREAS, an unsolicited bid was received to purchase the City owned properties located at 907 15th Street West, 1403 Ballard Park Drive; and 1525 Ballard Park Drive; and

WHEREAS, the City wishes to designate the CRA to manage the disposition of the three properties referenced in the paragraph above as this strategic alignment promises significant benefits, including accelerated redevelopment, a streamlined process, adherence to the CRA's core mission of eliminating slum and blight, and enhanced economic growth.

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

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as surplus, repealing and replacing the list adopted pursuant to Resolution 23-44 and directs City staff to make the list to publicly available for disposition.
2. The real properties identified in the inventory list attached as Exhibit "A" may be offered for sale, subject to the discretion of the City Council to consider any offers received in the best interests of the City and to reject any and all offers.

3. City Council designates the CRA to manage the disposition of the following properties:
   a. 907 15th Street West – Parcel ID #4375700004
   b. 1403 Ballard Park Drive – Parcel ID #3365800159
   c. 1525 Ballard Park Drive – Parcel ID #336580019
4. This Resolution shall repeal and replace Resolution 23-44 and all other prior resolutions, or portions thereof, in conflict herewith.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST 2025.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

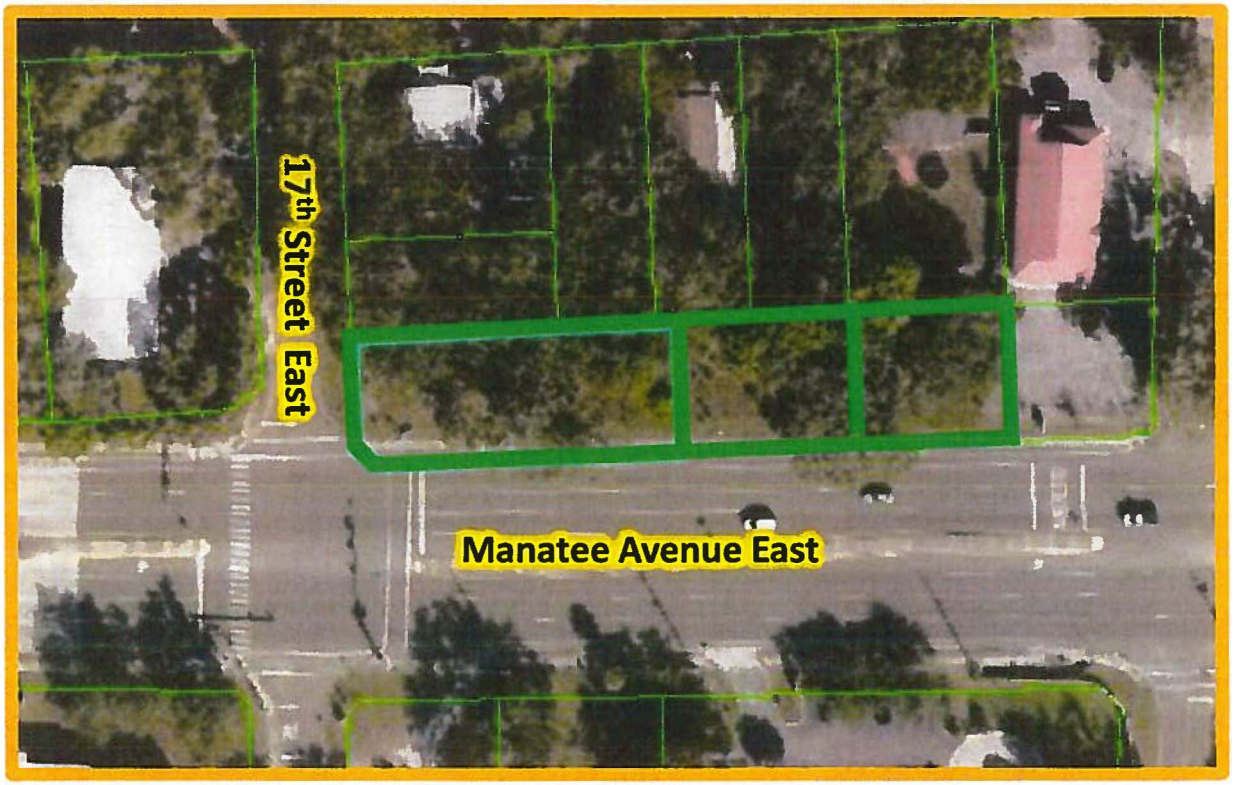
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

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

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





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

PID# 4071600003
0.4890 acres mol





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

Shuffleboard Courts/Vacant Land

1525 Ballard Park Drive
Bradenton, FL

PID# 3365800055; 1.6644 acres mol



#176

Vacant Lot

1403 Ballard Park Drive

Bradenton, FL

PID #3365800159, 0.3714 acres mol





AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Sovereignty Submerged Lands Lease Renewal for Twin Dolphin Marina

SUGGESTED ACTION: Approve the Sovereignty Submerged Land Lease Renewal.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The lands that are the subject of the Lease Agreement between the City of Bradenton and Twin Dolphin Marina are also subject to a Sovereignty Submerged Land Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the City of Bradenton. This Renewal extends the Sovereignty Submerged Land Lease until August 8, 2034.

The payments due under the Submerged Land Lease are the responsibility of the Twin Dolphin Marina pursuant to the terms of the Lease with the City.

FINANCIAL IMPACT:
There is no financial impact to the City. The annual payment due to the State is paid by Twin Dolphin Marina pursuant to the terms of their Lease Agreement with the City.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve the Sovereignty Submerged Lands Lease Renewal and authorize execution by the Mayor.

ATTACHMENTS:
Sovereignty Submerged Land Lease Renewal

FLORIDA DEPARTMENT OF Environmental Protection

Marjory and Archie Carr Building
3800 Commonwealth Boulevard
Tallahassee, FL 32303

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

08/04/2025

City of Bradenton
Attn: Corey Fortin

Application: Lease Agreement- BOT #411428569

Dear Corey,

Attached is the submerged lands instrument for BOT No. **411428569** which requires acceptance by notarized signature on behalf of **City of Bradenton** (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument and payment within 30 days after receipt of this email. Please mail the original signed instrument to the address listed below for final execution.

Department of Environmental Protection
3800 Commonwealth Boulevard, Mail Station 125
Tallahassee, Florida 32303

Upon receipt and acceptance of the signed instrument, we will transmit the instrument for final department execution. A fully executed instrument will be provided to you at that time.

Please note that any use of state-owned submerged lands requires written authorization from the Board of Trustees. Any use of those lands without a fully executed sovereignty submerged lands lease or easement (which includes compensation/payment) pursuant to Chapter 253, Florida Statutes, and Chapter 18-21, Florida Administrative Code, can be considered a willful violation of Chapter 253, Florida Statutes and could subject the riparian owner to administrative fines of up to $10,000 per day, closure of the facility and eviction from the state-owned lands.

Please confirm receipt of the Lease Agreement by emailing Chace.Wise@FloridaDEP.gov.

Action # 49855

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please contact me at **(850) 245-2117** or **Chace.Wise@FloridaDEP.gov**.

Sincerely,

Chace Wise
Bureau of Public Land Administration
DEP Division of State Lands

Action # 49855

This Instrument Prepared By:
Chace Wise
Action No. 49855
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 411428569

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Bradenton, a municipal corporation of the State of Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in Rule 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 26, Township 34 South, Range 17 East, in Manatee River, Manatee County, Florida, containing 633,321 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 18, 2014.

TO HAVE THE USE OF the hereinabove described premises from August 8, 2024, the effective date of this lease renewal, through August 8, 2034, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 225-slip commercial docking facility to be used exclusively for the mooring of recreational vessels in conjunction with an upland commercial marina and restaurant, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 41-0175251-008-EI, dated October 14, 2014, and 41-0175251-011-EM, dated March 17, 2022, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of $91,958.21, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that part and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of these signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850-922-4330).

C. The Lessee shall inform all operators of vessels moored at the marina facility of the danger boats can cause to the endangered manatee when the boat is operated above slow speeds when the vessel is in grass flats or areas shallower than four feet.

D. Liveaboard vessels shall be limited to slips with permanent sewage pumpout devices.

E. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at all distant corners of the facility. The lighted aids are required to be on at night and during limited visibility conditions.

F. The Lessee shall ensure that all vessels using the facility will operate at "no wake/idle" speeds at all times while in the lease area.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Katie Slattery 8/4/2025
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Address: _____

_____

City of Bradenton,
a municipal corporation of the State of Florida (SEAL)

BY: _____
Original Signature of Executing Authority

Gene Brown
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Gene Brown as Mayor, for and on behalf of City of Bradenton, a municipal corporation of the State of Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

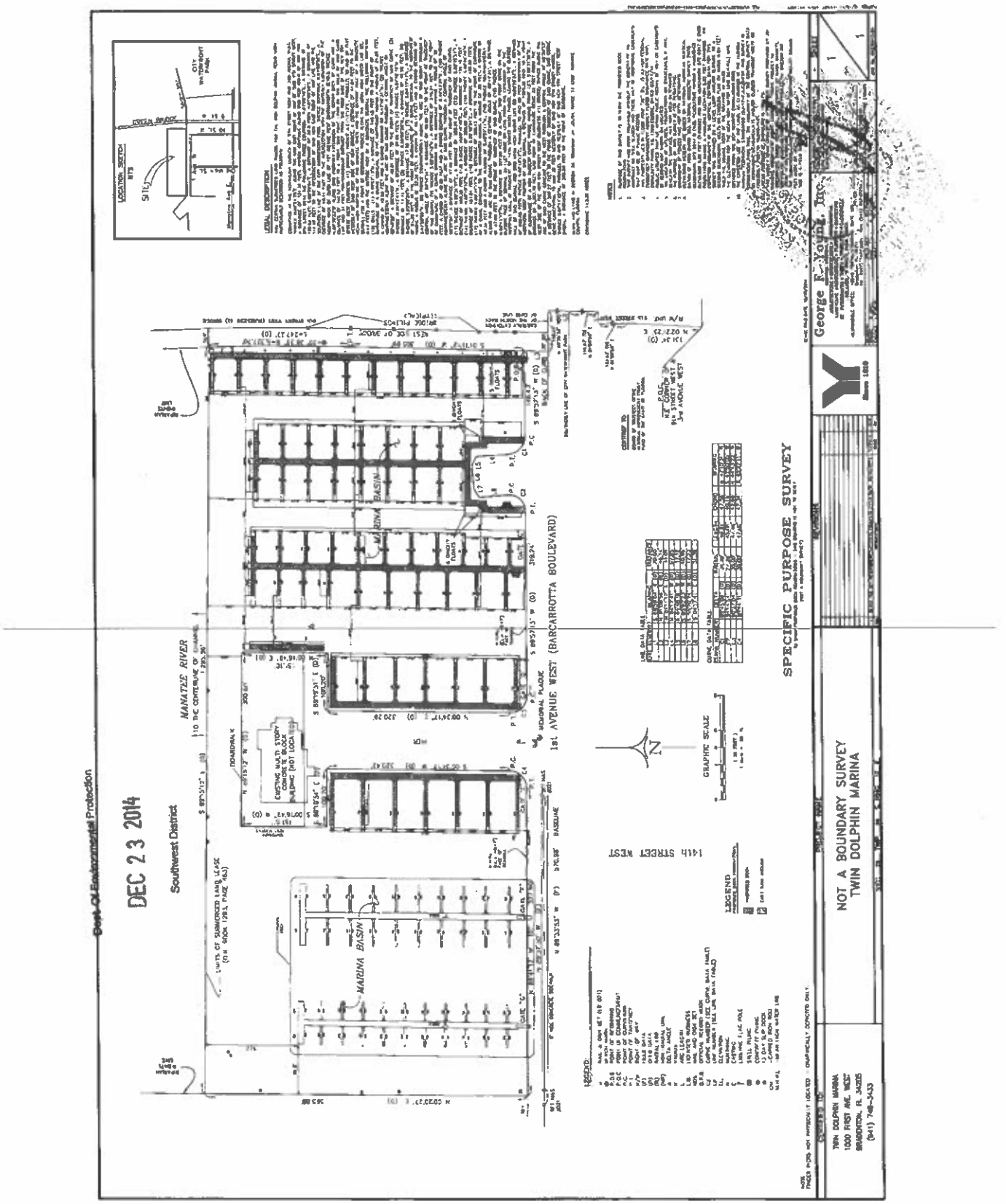
_____

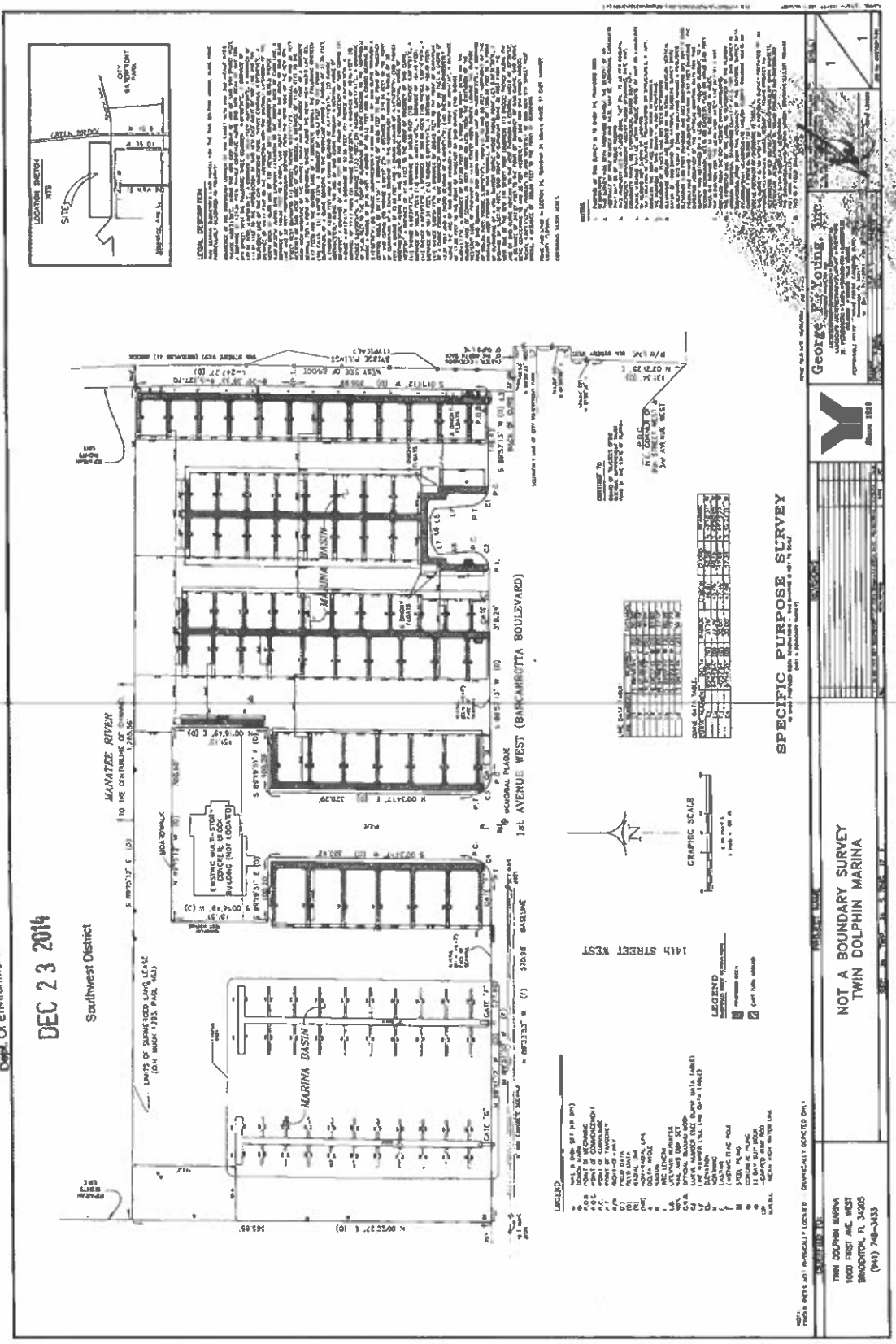
Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name


Dept. Of Environmental Protection
DEC 23 2014
Southwest District
SPECIFIC PURPOSE SURVEY
NOT A BOUNDARY SURVEY
TWIN DOLPHIN MARINA
George F. Young, Inc.
MANATEE RIVER
MARINA BASIN
18th AVENUE WEST (BARCARROTTA BOULEVARD)
14th STREET WEST
LEGEND
GRAPHIC SCALE
LOCATION SKETCH
LEGAL DESCRIPTION
NOTES
TWIN DOLPHIN MARINA
1000 FIRST AVE. WEST
BRADENTON, FL. 34205
(941) 748-3433



Attachment A
Page 10 of 15 Pages
Sovereignty Submerged Lands Lease No. 411428569

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DISCLAIMER

NO. 25644(2686-41)

THIS INDENTURE made by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in favor of the CITY OF BRADENTON, a municipal corporation of the State of Florida;

WITNESSETH, That the Board of Trustees in pursuance of the provisions of Section 253.129, Florida Statutes, has released, relinquished, surrendered and disclaimed, and by these presents does hereby release, relinquish, surrender and disclaim all right, title or interest in and to the following described land in Manatee County, Florida, to-wit:

A parcel of filled sovereignty land in the Manatee River in Section 26, Township 34 South, Range 17 East, Manatee County, more particularly described as follows:

Begin at the Southeast corner of Section 26, Township 34 South, Range 17 East, thence South 89°58'49" West, along the South line of said Section 26, 2662.84 feet to the Southeast corner of the Southwest 1/4 of said Section 26; thence North 00°55'10" East, 2086 feet, more or less, to the waters of the Manatee River, as shown on the plat of "R. H. Roesch's Subdivision" of Lot 3R of "P. W. Whites Subdivision", recorded in the year 1911, in Plat Book 1, Page 221, Public Records of Manatee County, Florida, for a Point of Beginning, said Point also being on the East right of way line of 9th Street West, formerly Roesch Avenue; thence North 00°34'23" East, along said East right of way line, and the Northerly extension thereof, 666 feet, more or less, to the outside face of an existing concrete seawall, said point also being on the present normal high water line of the Manatee River; thence Westerly along said seawall and normal high water line, 250.0 feet to the P.C. of a curve, concave to the Northeast, having a radius of 30.0 feet; thence Northwesterly, along said seawall and the arc of said curve, 44.8 feet to the P.T. of said curve; thence Northerly, along said seawall, 58.2 feet; thence Northwesterly along said seawall, 17.4 feet; thence Westerly along said seawall, 40.8 feet; thence Southwesterly along said seawall, 17.4 feet; thence Southerly along said seawall, 51.4 feet to the P.C. of a curve, concave to the Northwest, having a radius of 30.0 feet; thence Southwesterly along said seawall and the arc of said curve, 49.4 feet to the P.T. of said curve; thence Westerly along said seawall, 321.2 feet to the P.C. of a curve, concave to the Northeast, having a radius of 30.0 feet; thence Northwesterly along said seawall and the arc of said curve, 47.1 feet to the P.T. of said curve; thence Northerly along said seawall, 320.4 feet; thence Easterly along said seawall, 99.7 feet; thence Northerly along said seawall, 150.9 feet; thence Westerly along said seawall, 300.4 feet; thence Southerly along said seawall, 151.3 feet; thence Easterly along said seawall, 100.0 feet;

thence Southerly along said seawall, 320.4 feet to the P.C. of a curve, concave to the Northwest, having a radius of 30.0 feet; thence Southwesterly along said seawall and the arc of said curve, 47.1 feet to the P.T. of said curve; thence Westerly along said seawall, 135.4 feet to the intersection of said seawall and the Northerly extension of the West right of way line of 13th Street West, formerly Pine Street, as shown on the "Plat of Stanton Property", as recorded in the year 1903, in Plat Book 1, Page 170, Public Records of Manatee County, Florida; thence South 00°34'23" West along said West right of way and the Northerly extension thereof, 283.3 feet, more or less to the intersection of said West right of way and the original water line of the Manatee River as shown on said "Plat of Stanton Property"; thence Southeasterly along the original water line of the Manatee River, 1060 feet to the Point of Beginning, being and lying in the Southwest 1/4 of Section 26, Township 34 South, Range 17 East, Manatee County, Florida; said parcel containing 12.0 acres.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed in the City of Tallahassee, Florida, on this 6th day of May, A.D. 1976.

(SEAL)
Board of Trustees
of the Internal
Improvement Trust
Fund

Governor

Secretary of State

Attorney General

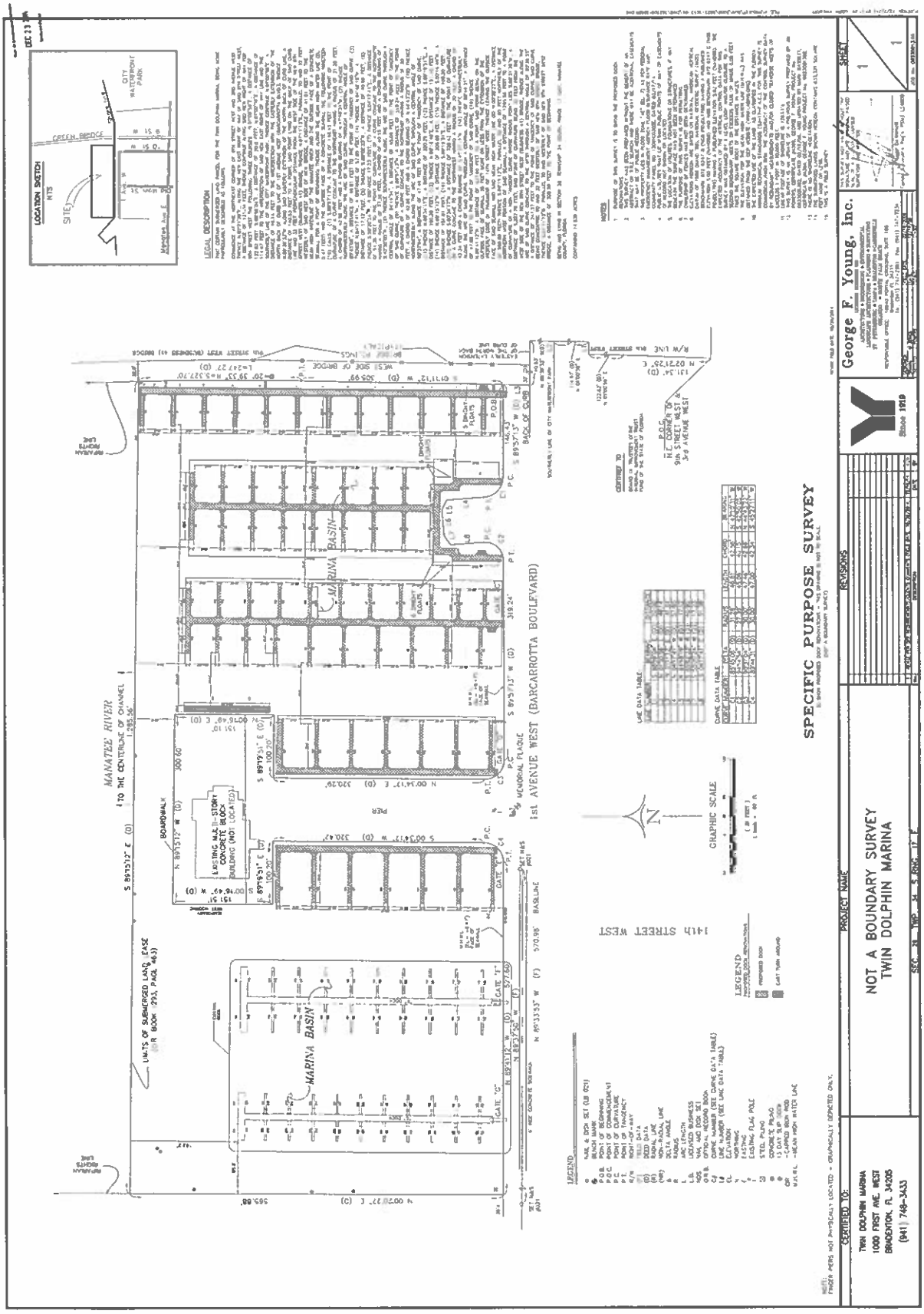
Comptroller

Treasurer

Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board
of Trustees of the Internal
Improvement Trust Fund



Attachment B
Page 13 of 15 Pages
Sovereignty Submerged Lands Lease No. 411428569

OFF. REC. 31 PAGE 250

204283

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEDICATION

NO. 22515 (134-41)

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, in pursuance of application by the CITY OF BRADENTON, a municipal corporation of the State of Florida, dated March 17, 1959, for dedication of the lands hereinafter described for municipal purposes, approved by said Trustees on June 21, 1960, have dedicated, and by these presents do hereby dedicate the following described lands in MANATEE COUNTY, Florida, to-wit:

Four parcels of land in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

PARCEL 1 - From the intersection of the centerlines of First Avenue West and Fifteenth Street West, thence North 0° 47' 30" East along the centerline of said Fifteenth Street West 64.167 feet; thence East 20.002 feet to the Easterly R/W of said Fifteenth Street West; thence North 0° 47' 30" East along the said Easterly R/W 182.02 feet to the intersection of said R/W and the end of an existing seawall; thence East 20.368 feet; thence South 45° East 117.782 feet; thence East 390.46 feet for a P.O.B.; thence continue East 17.33 feet to an old seawall as it existed December 8, 1958; thence South 0° 14' 02" West along said seawall 38.22 feet to the mean high water line of the Manatee River; thence Southwesterly along said mean high water line 50 feet, more or less, to a point bearing South 0° 34' 23" West from the P.O.B.; thence North 0° 34' 23" East 75 feet, more or less, to the P.O.B. Containing 0.023 acres, more or less.

PARCEL 2 - From the intersection of the centerlines of First Avenue West and Fifteenth Street West; thence North 0° 47' 30" East along the centerline of said Fifteenth Street West 64.167 feet; thence East 20.002 feet to the Easterly R/W of said Fifteenth Street West; thence North 0° 47' 30" East along the said Easterly R/W 182.02 feet to the intersection of said R/W and the end of an existing seawall; thence East 20.368 feet; thence South 45° East 117.782 feet; thence East 193.85 feet for a P.O.B.; thence continue East 196.61 feet; thence South 0° 34' 23" West and parallel to the Westerly R/W of Thirteenth Street West 75 feet, more or less, to the mean high water line of the Manatee River as it existed December 8, 1958; thence Southwesterly along said mean high water line 25 feet to the South R/W line of First Avenue West; thence West along said South R/W line of First Avenue West, 183.5 feet to the intersection with the Northerly extension of the East line of the Inez Griggs property; thence North 0° 19' 32" East along said Northerly extension of the East line of the Inez Griggs property 98.72 feet to the P.O.B. Containing 0.444 acres, more or less.

OFF REC 31 PAGE 251

PARCEL 3 - From the intersection of the centerlines of First Avenue West and Fifteenth Street West; thence North 0° 47' 30" East along the centerline of said Fifteenth Street West 64.167 feet; thence East 20.002 feet to the Easterly R/W of said Fifteenth Street West; thence North 0° 47' 30" East along the said Easterly R/W 182.02 feet to the intersection of said R/W and the end of an existing seawall; thence East 20.368 feet; thence South 45° East 117.782 feet; thence East 54.38 feet for a P.O.B.; thence continue East 139.47 feet; thence South 0° 19' 32" West 98.721 feet to the South R/W line of First Avenue West; thence West along said South R/W line 109.58 feet to the intersection with the Easterly R/W of Fourteenth Street West; thence South 0° 23' 09" West along said Easterly R/W of Fourteenth Street West, 10.45 feet to an old seawall that existed December 8th, 1958; thence North 71° 50' 21" West along said seawall 31.504 feet to the Westerly R/W of Fourteenth Street West; thence North 0° 23' 09" East along the extended Westerly R/W of said Fourteenth Street West 99.35 feet to the P.O.B. Containing 0.322 acres, more or less.

PARCEL 4 - From the intersection of the centerlines of First Avenue West and Fifteenth Street West; thence North 0° 47' 30" East along the centerline of said Fifteenth Street West 64.167 feet; thence East 20.002 feet to the Easterly R/W of said Fifteenth Street West; thence North 0° 47' 30" East along the said Easterly R/W 182.02 feet to the intersection of said R/W and the end of an existing seawall for a P.O.B.; thence East 20.368 feet; thence South 45° East 117.782 feet; thence East 54.38 feet to the extended westerly R/W of Fourteenth Street West; thence South 0° 23' 09" West along the said extended westerly R/W 99.35 feet to an old seawall as it existed December 8, 1958; thence North 71° 50' 21" West along said seawall 78.30 feet, more or less, to the mean high water line as it existed December 8, 1958; thence Northwesterly along the said mean high water line 185 feet, more or less, to the P.O.B. Containing 0.235 acres, more or less;

for municipal purposes, under the supervision and management of the CITY OF BRADENTON.

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 27th day of June, A. D. 1960.

(SEAL)
Trustees I.I.Fund

(SEAL)
Dept. of Agriculture

Leroy Collins (SEAL)
Governor

Ray E. Green (SEAL)
Comptroller

J. Edwin Larson (SEAL)
Treasurer

Richard W. Ervin (SEAL)
Attorney General

Doyle Conner (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

FILED FOR RECORD August 1 1960 AT 12:20 O'CLOCK P M AND RECORDED August 5 1960

M. T. McINNIS CLERK CIRCUIT COURT
BY Lee McAnally D.C.

Attachment B
Page 15 of 15 Pages
Sovereignty Submerged Lands Lease No. 411428569

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 23, 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 July 23, 2025, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 23, 2025, City Council meeting.

ATTACHMENTS:
07-23-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

July 23, 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, July 23, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Brian Canaday, Assistant 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 Executive Pastor Brent Spears with First Baptist Church of Palmetto.

(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: Israel Support Proclamation

Neil and Robyn Spirtas accepted the proclamation and explained that the Grey Bull Rescue Foundation assisted in ensuring they and other Americans got back home safely during the conflict. Representatives from the Grey Bull Rescue Team explained their services and past rescues.

Mayor Gene Brown recognized Gus Gocos, Executive Director of the Hernando de Soto Historical Society. Mr. Gocos explained that every year the Society selects a student from Manatee County and sends them to Bradenton's sister city, Barcarrota, Spain, for a cultural experience. In turn, one of their students visits Bradenton. Mr. Gocos introduced Adriana Rubio Triguero, who was visiting from Spain.

PRESENTATIONS: None

CITIZEN COMMENTS:

Glenn Gibellina, Manatee County, voiced concerns with poverty levels in the zip code 34205.

Rodney Jones, Bradenton, voiced concerns about past grievances with the City.

Bill Sanders, Bradenton, voiced concerns with Consent Agenda Item (c) and the process of purchasing the property.

The meeting was recessed at 9:07 a.m. and reconvened at 9:11 a.m.

Linda Seybold, 315 Crescent Court East, rebutted Mr. Sanders' comments.

Stuart Moon, 1104 Palma Sola Boulevard, voiced concerns about late-night parties at the Palma Sola Causeway.

Bill and Laura Hahn, 700 Palma Sola Boulevard, also voiced concerns about late-night parties at the Palma Sola Causeway and felt the boat ramps were being misused.

Mike Galati, 1120 Palma Sola Blvd., also voiced concerns about land access and late-night parties at the Palma Sola Causeway.

Ellen Sanders, 2502 Riverside Drive, said she desired to sell the home located at 2502 Riverside Drive East. Because of storm damage, she listed the property for sale, and City representatives contacted her. Because of Mr. Sanders' actions, she believed that the eminent domain process was the only way complete the sale at this time.

CONSENT AGENDA:

a) Administrative Services: Resolution Number 25-70 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
b) City Administration: Reimbursement Agreement for Promotion of Tourism with Manatee County for the Bradenton Area Riverfest Regatta Event
c) City Administration: Resolution 25-60 - (Public Necessity - 2502 Riverside Drive East)
d) City Administration: Resolution 25-65 - Setting the Public Hearing Time for Resolution 25-66
e) Clerk: Minutes from the May 28, 2025, City Council Meeting
f) Clerk: Minutes from the June 11, 2025, City Council Meeting
g) Clerk: Minutes from the June 18, 2025, City Council Special Meeting
h) Clerk: Minutes from the June 25, 2025, City Council Special Meeting
i) Community Redevelopment Agency: Designation of the CRA to Manage the Sale of City-Owned Properties located at 1525 Ballard Park Drive, 1403 Ballard Park Drive, and 907 15th Street West
j) Event Review Committee: BAM!Fest 2026
k) Event Review Committee: Bradenton Alive New Year's Eve Celebration
l) Event Review Committee: Bradenton Public Market
m) Event Review Committee: Unite and Rise for Democracy
n) Finance: Budget Adjustment BA25-02
o) Finance: Budget Adjustment BA25-04
p) Legislative: Resolution 25-71 - Affordable Housing Advisory Committee Appointment
q) Planning & Community Development: Resolution 25-69 - Setting the Public Hearing Time for Ordinance 4063
r) Police: 2025-26 School Resource Officer (SRO) Program Agreement Amendment Number Two
s) Police: Forfeiture Funds Expense Request
t) Police: Master Agreement with EPIC iO Technologies
u) Public Works & Utilities: Budget Adjustment BA25-07
v) Public Works & Utilities: Change Order 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City of Bradenton Adaptation Plan
w) Public Works & Utilities: Interlocal Agreement (ILA) with Manatee County for the Beautification of the Palma Sola-Perico Bay Medians
x) Public Works & Utilities: Water Treatment Plant (WTP) Replacement Generator

y) Public Works & Utilities: Work Assignment for 19th and 20th Street West Sidewalk Replacement Project
z) Public Works & Utilities: Work Assignment for Lift Station 14A Pipe Lining
aa) Public Works & Utilities: Work Assignment for Lift Stations 14D and 14E Sanitary Pipe Lining
ab) Public Works & Utilities: Work Assignment for Lift Station 23 Force Main Lining
ac) Public Works & Utilities: Work Assignment for Sidewalk Replacement in Beau Vue Estates
ad) Purchasing: Amendment One to Grant Agreement HL203 between the Department of Commerce and the City of Bradenton
ae) Purchasing: Amendment No. 2 of RFP 23-009EJ with Matrix Consulting Group, LTD
af) Purchasing: Construction Contract for Fairfield Acres Drainage Improvements with Spectrum Underground, Inc.
ag) Purchasing: Contract for Judicial Parking Garage Painting Services with Tropical Touch Restoration, Inc.
ah) Purchasing: Notice of Recommended Award (NORA) for IFB 25-023MK Asphalt Repair and Replace Services
ai) Purchasing: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone
aj) Purchasing: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone
ak) Purchasing: Notice of Recommended Award (NORA) for IFB 25-031NT Traffic Sign Replacement Services
al) Purchasing: Notice of Recommended Award (NORA) for IFB 25-032EJ Fire Station #2 Mast Arm Fabrication and Installation
am) Purchasing: Third Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.
an) Purchasing: Third Contract Extension of PB-22-042MK with Biosafe Systems, LLC
ao) Purchasing: Third Contract Extension of PB-22-043MK with Univar Solutions USA Inc.

Rob Perry, City Administrator, explained that Consent Agenda items (i) and (ab) would be brought back to Council at a later date. Councilwoman Gonzalez Moore requested to pull item (c).

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEMS C, I, AND AB was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Barnebey. The motion passed 4-0.

Councilwoman Gonzalez Moore stated that staff was enhancing infrastructure in the vicinity of the property referenced in Item (c) and the upgrades would improve infrastructure for approximately 170 homes. Initially, she continued, staff suggested situating the temporary lift station within the right-of-way; however, they subsequently recognized a chance to purchase the property. She agreed with the seller, Ms. Sanders, that eminent domain was the optimal method to obtain the property. Furthermore, she felt that positioning the temporary lift station on the property would be the most beneficial scenario for the neighborhood.

MOTION TO APPROVE CONSENT AGENDA ITEM C was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Barnebey. The motion passed 4-0.

The meeting was recessed at 10:05 a.m. and reconvened at 10:15 a.m.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-25-0011 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 412 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OR PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Corey Holycross, City Planner, explained that the agent of Ballerz Pinball Cafe submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 412 12th Street West.

"STAFF COMMENTS:

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

The Planning Commission met on June 18, 2025, and recommended to City Council Approval (vote 7-0) or Resolution 25-61, Case PLN-SUP-25-0011 with the following stipulation:

a) *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the property during business hours.*
b) *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
c) *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
d) *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
e) *Any future increase in seating for the sidewalk café area shall be approved by City council.*
f) *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Edgardo Pantoja, applicant, approached the podium and offered to answer any questions the Council may have. Councilwoman Barnebey requested the outdoor seating enhance the area and Councilwoman Kocher recommended that Council create a standard for outdoor seating in the downtown area. Mayor Brown recommended holding a workshop to discuss to discuss standards for the downtown 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 25-61 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 4-0.

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

Councilwoman Gonzalez Moore asked Scott Rudacille, City Attorney, if she should abstain from voting due to a potential conflict because she serves on the board for Step Up Suncoast. He advised her to abstain from voting.

Vicki White, the Housing and Community Development Manager, along with Deitra Barfield, the Housing and Community Development Specialist, presented the proposed use of funds for the CDBG funding for the 2025-2026 period. Ms. Barfield explained the funds totaled $447,763.00 for this year, and staff received five applications from nonprofits, which included:

- Step Up Suncoast: Requested $100,000 and staff recommended $41,307.45
- Meals on Wheels: Requested $25,857.00 and staff recommended $25,857.00
    - Total Public Service $67,164.45
- Habitat for Humanity: Requested $250,000.00 and staff recommended $106,566.73
- Bradenton Police Department: Requested $120,249.22 and staff recommended $120,249.22
- Family Resources, Inc.: Requested $64,230.00 and staff recommended $64,230.00
    - Total Non-Public Service $291,045.995

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

Dr. Coppala, 1516 11th Street West, spoke in support of funding for a code enforcement officer. He voiced concerns with the process of condemning a nuisance home in his neighborhood and believed extra enforcement would benefit the community.

The public hearing was closed.

Ms. White explained that the matter will come before Council for a vote at the August 13, 2025, City Council meeting.

c) 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.

Travis Hearne, with the Environmental Practice Group at Mechanik Niccio, announced he represents the City for environmental issues. He explained that Brownfield designations offer certain benefits, including economic redevelopment and funding from the state for environmental remediation.

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.

Mr. Perry explained that the second hearing for Resolution 25-66 was scheduled for August 13, 2025.

d) Planning & Community Development: ORDINANCE 4054 - SECOND READING AND PUBLIC HEARING

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

Volker Reis, Code Enforcement Manager, explained that the International Property Maintenance Code was updated every three years. He noted that the most recent update included minor changes and Ordinance 4054 would revise the City's Code of Ordinances.

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

Eric Garduno, who is the Government Affairs Director for the Bay Area Apartment Association, spoke in opposition to the adoption of the new code.

The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4054 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 4-0.

e) Planning & Community Development: ORDINANCE 4061 - SECOND READING AND PUBLIC HEARING

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

Robin Singer, Planning and Community Development Director, explained that the subject property was approximately 32 acres and was a voluntary annexation of two city-owned parcels located on the south side of the Tropicana office complex. She explained regulations pertaining to annexing property and said the property would be used to construct a new Public Works facility.

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 4061 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 4-0.

f) Planning and Community Development: ORDINANCE 4062 – FIRST READING

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

UNDER THE INDUSTRIAL FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Second reading and public hearing was scheduled for August 13, 2025.

g) Planning and Community Development: ORDINANCE 4063 – FIRST READING

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

Second reading and public hearing was scheduled for August 13, 2025.

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

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

MOTION TO APPOINT KEMP SCHUESSLER was made by Councilwoman Kocher and seconded by Councilwoman Barnebey.

In turn, council members thanked all of the applicants for coming forward and spoke highly of their credentials.

MOVE TO POSTPONE COUNCILWOMAN KOCHER'S MOTION INDEFINITELY was made by Councilwoman Gonzalez Moore. The motion died for lack of a second.

The original motion to appoint Mr. Schuessler passed 3-1. Councilwoman Coachman voted no.

b) City Administration: Emergency Procurement Report

Mr. Perry presented emergency procurements, which included landscape and mowing services, sewer repairs, and a water main repair.

c) City Administration: Renaming the Day Dock to the Bradenton Riverwalk Pier

Mr. Perry presented the proposed rebranding of the day dock to the Bradenton Riverwalk Pier and said the funding would be supplied by Manatee County and the Bradenton Area Convention and Visitor's Bureau.

MOTION TO APPROVE THE ESTABLISHMENT OF THE BRADENTON RIVERWALK PIER WITH THE FUNDING FROM MANATEE COUNTY AND THE BRADENTON AREA CONVENTION AND VISITOR'S BUREAU was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 4-0.

Mr. Perry presented Resolution 25-74, which was not listed on the agenda. He explained that Governor DeSantis created a program for government financial efficiency. He said that the objective of the resolution was to support the governor's efforts to promote fiscal responsibility and efficiency.

There was a brief discussion, after which Attorney Rudacille suggested opening public comment for this item since it was not included on the agenda.

Mayor Brown invited those who wished to speak on the matter to the podium.

Mike Kennedy, Bradenton, expressed concerns that the resolution was not included on the agenda.

MOTION TO APPROVE RESOLUTION 25-74 was made by Councilwoman Kocher and seconded by Councilwoman Barnebey. The motion passed 3-1. Councilwoman Gonzalez Moore voted no.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Kocher thanked staff, Mayor Brown, and the local leaders for working so diligently on securing the appropriations the City received.

Councilwoman Barnebey urged staff to move along the paving at 35th Street West and the project at Riverview Boulevard. She then offered her condolences to the family of Kim Sawyer due to her recent passing.

Councilwoman Gonzalez Moore announced that she met with Officers Pilant and Small regarding crime and vagrancy. She announced she hosted a town hall and then said that at the last Manasota League of Cities meeting, they discussed traffic mitigation.

Councilwoman Coachman was excited about the development of City Park and was appreciative of all the work that's been completed in Ward V.

DEPARTMENT HEAD REPORTS:

Nilsa Taylor, Administrative Services Director, introduced Louise Bearns, the new Risk Safety and Liability Manager.

Josh Cramer, Chief of Police, congratulated Mr. Schuessler for his appointment to City Council. He announced that August 11, 2025, was the first day of school and said the Police and Fire Departments would be at various schools to educate about school zone rules.

Brian Canaday, Assistant Fire Chief, announced the department swore in four new firefighters recently and that Fire Station 2 was under budget and was expected to be completed in August.

Irvin Lee, Public Works and Utilities Director, announced that the cabinets at the Wastewater Treatment Plant were upgraded.

Jeff Burton, CRA Director, congratulated Mr. Schuessler on his appointment to City Council.

Mayor Brown administered the oath of office to Kemp Schuessler, who then filled the Ward III seat.

The meeting was adjourned by Mayor Gene Brown at 12:39 p.m.

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

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Music in the Park

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 2 Bradenton Police Department Extra Duty Officers onsite, 1 Public Works Extra Duty Staff onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton requests approval for their Music in the Park events to be held at Riverwalk Pavilion area. The event features free concerts Fridays, April 3, 2026, through May 22, 2026. They will offer food and musical entertainment. They have an expectation of 1,000 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Music in the Park event with the stipulations recommended by staff.

ATTACHMENTS:

Music in the Park Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 7/7/25

Contact Name: Cindy Winning Contact Phone 1: 941-301-8445

Contact Email: Accounting@RealizeBradenton.com Contact Phone 2: 941-920-2755

Address: 1015 Manatee Ave W.

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Music in the Park Event Date: Fridays, April 3, 2026 through May 22, 2026

Purpose of Event: Bring Comm. together

Description of Event: Free Concerts

Event Location: Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup		Fridays	4pm	6pm	
Event Day 1		Fridays	6pm	8pm	1,000
Event Day 2					
Event Day 3					
Break Down		Fridays	8pm	9pm	

Number of years event has been held: 13 Past Attendance: 600-1200

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location

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

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

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

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? On-Site

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Mic & Speakers provided by each band

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

Are live animals planned to be at the event? Yes (No) no animals being utilized at event.

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, Cindy Winning, applicant/event organizer for Music in the Park (event), scheduled for (date&hours), 4/3 - 5/22, from 6 to 8, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer — Realize Bradenton

Organization

Cindy Winning — 7/7/25

Typed or Printed Name and Title — Date

Office Mgr.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer — Realize Bradenton

Organization

Cindy Winning — 7/7/25

Typed or Printed Name and Title — Date

Office Mgr.

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

REALIZE BRADENTON MUSIC IN THE PARK 2026



AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: September 11th Tribute to Heroes

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Manatee County Fire Chiefs Association is requesting approval for the event to be held 9/11/25 at Riverwalk Pavilion area. They will have a gun salute, dove release, and guest speakers.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the September 11th Tribute to Heroes event with compliance of all COB Special Event Standards.

ATTACHMENTS:
September 11th Tribute to Heroes Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Manatee County Fire Chiefs Assn. Date of Application: 7/28/25

Contact Name: Chris Melser Contact Phone 1: 941-290-9327

Contact Email: Chris.Melser@BradentonFL.gov. Contact Phone 2: _____

Address: 1010 9th Ave W.

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: September 11th Tribute to Heros Event Date: 9/11/25

Purpose of Event: Honor those Lost on 9/11

Description of Event: Honor Guard, speakers, Dove Release, 21 Gun salute

Event Location: Great Lawn

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	9/10/25	Wed.	Late afternoon	2 Hours	tent crew City Staff
Event Day 1	9/11/25	Thursday	7-7:30AM	12pm	200
Event Day 2					
Event Day 3					
Break Down	9/11/25	Thursday	12pm	1-2pm	

Number of years event has been held: 14 Past Attendance: 200

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location
40X50	1	Forever Lawn

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

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

Will the event require electricity? (Yes) No Type of electrical power: Power from poles

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

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

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

Two speakers for voice amplification

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

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

Describe any additional event activities.

Doves to be released.

21 Gun Salute.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, Chris Melser, applicant/event organizer for 9/11 Event (event), scheduled for (date&hours), 9/11/25, from 7A to 12P, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	MCFCA 9/11 Committee Organization
Chris Melser Member Typed or Printed Name and Title	7/28/25 Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

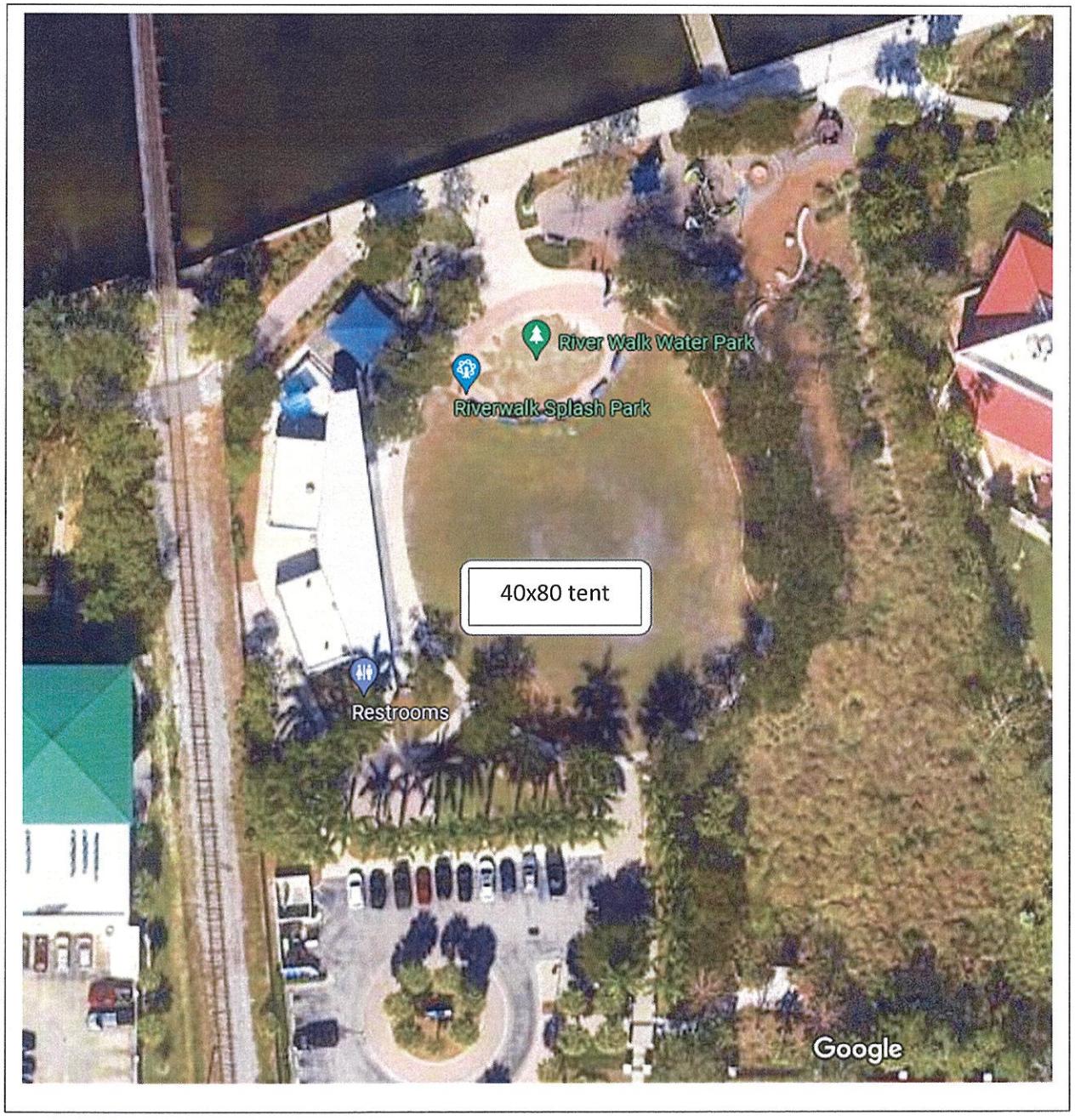
The undersigned agrees to abide by all Event Approval Standards set forth in the guide.

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

Signature of Applicant/Event Organizer	MCFCA 9/11 Committee Organization
Chris Melser Member Typed or Printed Name and Title	7/28/25 Date

(03/2022)

2025 Tribute to Heroes
9/11/25
Riverwalk Pavilion and Emergency Responders Monument Area



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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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



Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Litigation - Proposed Participation in up to Nine Additional Defendant Settlements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's outside opioid litigation counsel ("Opioid Counsel") advised the City to participate in up to nine additional opioid defendant settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, and Zydus, and Sandoz. More detailed information is provided in the confidential attorney-client/work-product Memorandum dated August 5, 2025, provided to the Mayor and City Council, with a copy to the City Administrator and Chief of Police.

FINANCIAL IMPACT:
The estimated settlement payments to the City are unknown at this time.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:
I move to participate in the additional nine opioid defendant settlements, as eligible, and authorize the Mayor and City Attorney to execute documents and take such further action required to effectuate same.

ATTACHMENTS:

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Litigation - Proposed Settlement with Purdue Pharma and Sackler Family

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has a pending lawsuit with Purdue Pharma and the Sackler Family. The City's outside opioid litigation counsel ("Opioid Counsel") advised as to a settlement with the parties. More detailed information is provided in the confidential attorney-client/work-product memorandum dated August 5, 2025, provided to the Mayor and City Council, with a copy to the City Administrator and Chief of Police.

FINANCIAL IMPACT:
The estimated settlement payments to the City relating to this settlement are unknown at this time.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:
I move to approve the Purdue Plan and authorize the City Attorney and Mayor to take required actions and execute documents required to effectuate same, including specifically the Governmental Entity Settlement Agreement Sackler Release.

ATTACHMENTS:

Participation Form for the Purdue Direct Settlement

Docusign Envelope ID: B36F12AB-7229-408C-84FF-8F8F347FAD06

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bradenton city, FL
Reference Number: CL-1749150

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including the State of Florida, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

Docusign Envelope ID: B36F12AB-7229-408C-84FF-8F8F347FAD06

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Docusign Envelope ID: B36F12AB-7229-408C-84FF-8F8F347FAD06

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

Docusign Envelope ID: B36F12AB-7229-408C-84FF-8F8F347FAD06

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Bradenton	State: FL
Authorized Signatory: Gene Brown	
Address 1: 101 Old Main Street	
Address 2:	
City, State, Zip: Bradenton, FL 34205	
Phone: 941-932-9400	
Email: mayor@bradentonfl.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Gene Brown

Title: Mayor

Date: 8/13/2025

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FY 2024 Edward Byrne Memorial Assistance Justice Grant (JAG)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Authorizing submission and acceptance of the FY 2024 Edward Byrne Memorial Justice Assistance Grant.

Recently, Manatee County was awarded $106,254 from the FDLE. BPD submitted an application to Manatee County for approximately $ 60,000 to develop an obstacle course at the law enforcement training facility, which was approved. This request is for approval to submit the initial application for funding to the Florida Department of Law Enforcement (FDLE) for an award of $26,264. The remaining funding will come from Manatee County/local agencies.

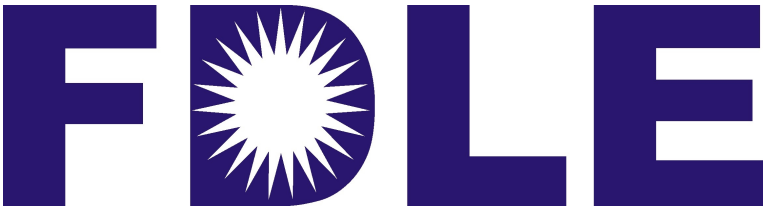
FINANCIAL IMPACT:
Currently, funding is expected from grant funds. Installation costs are anticipated and will be funded by forfeiture funds.

ATTORNEY REVIEW/RECOMMENDATION:
Not reviewed (No apparent legal issues)

SUGGESTED MOTION:
Motion to authorize the submission and acceptance of the FY 2024 Edward Byrne

Memorial Justice Assistance Grant.

ATTACHMENTS:
Application to the FDLE
Letter from Mayor Brown
Manatee County Resolution R-25-115



City of Bradenton

Prepared by Bradenton Police Department
for Florida Department of Law Enforcement JAG24 - Countywide

Primary Contact: Jeremy Giddens

Opportunity Details

Opportunity Information

Title
JAG24 - Countywide

Description
This opportunity is available to units of local government who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone
850-617-1250

Agency Contact Email
criminaljustice@fdle.state.fl.us

Subjects
Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Countywide (JAGC)

Opportunity Posted Date
7/1/2025

Announcement Type
Initial Announcement

Assistance Listings Number
16.738

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/b56cd338-7a66-4c0d-9fef-b2ab060b4874

Is Published
Yes

Funding Information

Funding Sources
Federal Or Federal Pass Through

Funding Source Description
This funding is available under Florida's FY2024 Justice Assistance Grant award (15PBJA-24-GG-04224-MUMU).

Award Information

Award Period
10/01/2023 - 09/30/2027

Award Type
Non Competitive

Indirect Costs Allowed
Yes

Matching Requirement

No

Submission Information

Submission Window

Opens 07/01/2025 12:00 AM

Submission Timeline Type

One Time

Eligibility Information

Eligibility Type

Private

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

Additional Information

Additional Information URL

https://www.fdle.state.fl.us/Grants/Home.aspx

Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.

Project Information

Application Information

Application Name
City of Bradenton

Award Requested
$26,254.00

Total Award Budget
$26,254.00

Primary Contact Information

Name
Jeremy Giddens

Email Address
Jeremy.Giddens@bradentonpd.com

Address
100 10th St West
Bradenton, Fl 34205

Phone Number
(941) 932-9350

Project Description

JAG Program - Project Summary

Applicant and Award Information

NEW REQUIREMENT: Applicant Organization

Due to restrictions in functionality, OCJG is requiring the Applicant User's organization to match the Eligible Recipient's organization. The organization listed below your name at the top of the screen MUST match the name of the Eligible Recipient you are creating this application for.

- **If you are registered with the Eligible Recipient organization: close the application window, switch profiles in AmpliFund, and click on the application link again to apply.**
- **If you are not registered with the Eligible Recipient organization: contact the assigned grant manager at the Eligible Recipient's organization and instruct them to apply. If the Eligible Recipient does not have a dedicated grant manager: you may need to contact them and ask to be added to their organization's profile. Contact your assigned OCJG grant manager for more information.**

Eligible Recipients of JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

Enter the name of the Eligible Recipient.
City of Bradenton

Is the Eligible Recipient a State Agency (i.e. Department of Corrections or other State of Florida agency)?
○ Yes
◉ No

In which county is the Eligible Recipient located?
Manatee

What is the Eligible Recipient's SAM Unique ID number (UEI)?
P3FLJ98L86V8

Upload a copy of the Eligible Recipient's active SAM registration below.
SAM.pdf

E-Verify

Section 448.095, Florida Statutes, went into effect on July 1, 2023. All State of Florida agencies, including FDLE, are required to verify award recipients are registered with and use the E-Verify system. Eligible Recipients who are not registered with E-Verify will NOT be eligible for JAG funds. Applicants may use E-Verify's Employer Search Tool to verify their agency is registered.

Is the Eligible Recipient registered as a participating employer in the E-Verify System?
◉ Yes

○ No (award cannot be issued until registered)

Payment Information

What is the Eligible Recipient's FEID number (FLAIR Vendor ID)?

592000283

What is the Eligible Recipient's payment address?

101 12th St West
Bradenton, FL 34205

Project Information

Project Period and Reporting Frequency

NOTE: Projects must be at least six months in length. The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.

Desired Start Date of the Project

10/01/2025

Desired End Date of the Project

09/30/2026

Please select your desired reporting frequency for submitting payment requests AND performance reporting.

Quarterly

Performance Activity Area

Review the following activity area defintions and ensure you make the proper selection for your project in the next question:

- **Law Enforcement = programs, activities, and/or spending conducted by a law enforcement organization, including crime lab/forensics activities. This DOES NOT include drug task forces or law enforcement driven crime prevention and education initiatives.**
- **Prosecution and Courts = programs, activities, and/or spending for prosecution, indigent defense, and court programs. This DOES NOT include drug courts, mental health courts, veterans' courts, or extreme risk protection order programs.**
- **Prevention and Education = programs, activities, and/or spending with the goal of educating individuals on various crimes or programs designed to help prevent crime.**
- **Corrections and Community Corrections = programs, activities, and/or spending for corrections, probation, parole, and reentry initiatives. This DOES NOT include substance abuse or co-occuring treatment programs.**
- **Drug Treatment and Enforcement = programs, activities, and/or spending for drug courts, drug treatment, co-occurring disorders, and drug task forces.**
- **Planning Evaluation and Technology = programs, activities, and/or spending related to large-scale technology upgrades and/or implementation, information sharing systems, strategic planning, and program evaluations.**
- **Crime Victim and Witness = programs, activities, and/or spending for services and support to victims of crime. This DOES NOT include monetary compensation for victims.**
- **Mental Health = programs, activities, and/or spending for behavior related programming and crisis intervention teams.**
- **State Crisis Intervention Proceedings = programs, activities, and/or spending related to specialty court**

proceedings (other than drug courts) and extreme risk protection order programs.

Select the appropriate activity area for this project.

- ◉ 01 - Law Enforcement
- ○ 02 - Prosecution and Courts
- ○ 03 - Crime Prevention and Education
- ○ 04 - Corrections and Community Corrections
- ○ 05 - Drug Treatment and Enforcement
- ○ 06 - Planning Evaluation and Technology
- ○ 07 - Crime Victim and Witness
- ○ 08 - Mental Health
- ○ 09 - State Crisis Intervention Proceedings

Problem Identification

PID1: Describe the problems, issues, or concerns this funding will address and describe why this project is a priority for your organization.

Manatee County lacks a comprehensive obstacle course for law enforcement personnel to train, practice, and build tactical skills in a safe environment. In partnership with the Manatee County School Board and local law enforcement agencies, the Bradenton Police Department has developed a regional training facility to offer high-liability training, such as driving and firearms training. What is missing is an obstacle course where officers and recruits can hone and apply real-world situations in a safe environment overseen by qualified instructors. This proposal requests funds to develop an obstacle course with various physical challenges for officers to confront and navigate at the regional training facility in Manatee County.

The proposed obstacle course addresses several critical hazards and concerns that are directly tied to officer safety, physical and mental preparedness, health, wellness, resilience, and operational effectiveness. Law enforcement personnel often face unpredictable and physically demanding situations, such as pursuing suspects or overcoming physical barriers. Officers are at a higher risk of injury without adequate training facilities due to insufficient preparation for these scenarios. Furthermore, the lack of a structured training environment to practice drills and realistic training can lead to gaps in skill sets, which may compromise officer and public safety.

The funds from this grant will be utilized to design and develop an obstacle course that simulates real-world challenges, such as walls, rope climbs, hurdles, and platforms, ensuring officers are physically conditioned and mentally prepared to confront any situation they may find themselves in. This obstacle course will be used to train new skill sets, develop health and wellness programs, and ensure officers or deputies are prepared for the challenges they may confront.

Additionally, a physical obstacle course will address the lack of training and prevent injuries by incorporating features that emphasize proper technique and build endurance. This investment will enhance law enforcement personnel's safety, overall health, and readiness, and prepare officers to operate effectively during high-stress, ever-changing, hazardous environments.

PID2: What actions are your organization currently taking to help address the problems/issues/concerns described above?

Currently, each law enforcement agency within Manatee County conducts physical training and exercises using existing policies and completes the minimum physical standards set by the FDLE. Specific units, such as SWAT team members and K-9 Officers, lack a designated obstacle course to train and integrate challenges like driving, weapon tactics, or medical care. Simply put, there is a lack of resources within Manatee County for a comprehensive obstacle course available for law enforcement officers. This proposal aims to fill that gap and provide a single location for law enforcement to conduct extensive training while completing various challenges and tasks that simulate real-life experiences. This proposal aims to build an obstacle course that challenges law enforcement personnel and raises the bar of physical fitness, mental preparedness, and capabilities across the county. Currently, agencies set up temporary structures, cones, or other challenges to train officers; however, these initiatives do not fully challenge officers for what they may confront. This addition to the regional training facility will incorporate various elements, such as driving, physical challenges, and firearms, into one location.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ○ Yes
- ◉ No

Scope of Work

Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

○ Yes
◉ No

Overtime

Will you be using funds to support overtime pay?

○ Yes
◉ No

Travel and Training

Will you be using funds to support travel and/or training costs?

○ Yes
◉ No

Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

◉ Yes
○ No

Definitions

Equipment **is defined as any item that will be assigned a property tag and routinely inventoried or tracked (as per your agency's property management policies). These items are typically assigned to an individual and/or location in a property management system. Examples include: computers, laptops, weapons, or other items exceeding your agency's OCO threshold. All other items are considered *Supplies* for the purposes of this award.**

NEW **JAG funds may only be used to purchase Body Worn Camera (BWC) hardware. The use of funds for tap refresh, software, warranties, service agreements, data storage, or any other related expenses for BWC is prohibited. Additionally, grant funds may not be used for equipment refresh or subscription-based, rent-to-own, or lease systems. Contact your assigned grant manager if you have any questions regarding these new exclusions.**

At what dollar threshold does your agency enter an item into the organization's inventory system?

$5,000.00

Are any items being purchase with grant funds under your organization's inventory threshold, but will actually be inventoried based on your local policy/procedure?

○ Yes
◉ No

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

Equipment

Complete O-Course:
1. Vertical Wall
2. Weaver
3. Reverse Slant Wall
4. (6) Hurdles
5. Attic Climb
6. Rope Climb
7. Pull-Up Bars

Complete O-course installed, estimated at $60,000 (additional funds will be used for any remaining balance, including local dollars)

This request will fund the equipment and does not include any earthmoving or installation. Additional quotes for similar equipment will be obtained before equipment is purchased in line with purchasing requirements and policies.

Do you have quotes available for any of the items being requested in the Equipment or Supplies category?

- ◉ Yes
- ○ No

Upload all applicable quotes.

Bradenton PD SWAT O-Course Contract FDLE Grant.pdf

Will any of the items procured under this award be transferred to another entity upon receipt (i.e., a County is purchasing an item for a local Police Department)?

- ○ Yes (a special condition will be added to the award)
- ◉ No

Method of Procurement

If any item described above will not be purchased via non-competitive procurement or state-term/alternate source contract, OCJG must ensure quotes and/or bids are obtained as defined by your agency's procurement policy or federal policy. This documentation must be maintained on file and provided to OCJG upon request at the time of reimbursement or monitoring.

Sole Source Rules and Limitations

The use of non-competitive procurement methods (i.e. sole source) for grant-funded purchases is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. **The item or service is only available from one source. This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors. NOTE: Vendor sole source letters are not sufficient justification for noncompetitive purchases.**
2. **A public emergency exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.**
3. **Inadequate competition was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the non-competitive procurement.**

Applicants who plan to utilize grant funds for non-competitive procurement MUST complete an OCJG Sole Source Justification Approval form for pre-approval by OCJG. Sole source purchases in excess of $250,000 require OCJG to submit a GAM to DOJ for federal pre-approval. Additional information may be required by your OCJG grant manager.

Your OCJG grant manager will inform you if your sole source request has been pre-approved. If your sole source request is not pre-approved by OCJG and/or DOJ, quotes and/or bids must be obtained and provided to OCJG as required by your organization's procurement policy. This documentation must be maintained on file and provided to OCJG prior to reimbursement or at the time of monitoring. Sole source justification provided after the purchase has already been made will not be accepted.

Are any items being procured non-competitively (i.e. sole source)?

- ○ Yes
- ◉ No

State-Term or Alternate Source Contracts

State-Term Contracts: Recipients utilizing these types of contracts must provide the Florida State-Term Contract number at the time of application (if known).

Alternate Source Contracts: Federal procurement regulations allow for grant-funded items to be piggybacked off of existing contracts with other entities. This is known as "alternate source" contracting and is often used by OCJG recipients. Recipients utilizing an alternate source contract are required to describe the contract and provide the contract number (if known).

If the contract number is not known at the time of application, it must be provided at the time of reimbursement.

Are any items being procured from an existing Florida State-Term Contract?

- ○ Yes
- ◉ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

- ○ Yes
- ◉ No

Third-Party Services (Contractual Services)

Will you be using funds to support third-party services (consulting services, contractual services, and/or subawards)?

- ○ Yes
- ◉ No

Third-Party Consultants

Third-Party Contracts

Third-Party Subawards

Other Costs

Will you be using funds to support "other" costs not captured in any of the categories above?

- ○ Yes
- ◉ No

Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

- ○ Yes
- ◉ No

Program Generated Income (PGI)

Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with Section 3.4 of the DOJ Grants Financial Guide.

Will any proposed grant activities generate Program Income?

- ○ Yes (a special condition will be added to the award)
- ◉ No

BJA has provided guidance regarding prohibited and controlled expenditures. A guide for expenditures made during or after Federal Fiscal Year 2023 may be found here: FY23 Prohibited Expenditures

A separate guide exists for expenditures made during Federal Fiscal Year 2015 through Fiscal Year 2022: FY15-FY22 Prohibited Expenditures

See BJA's JAG FAQs for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.

JAG Program - Certifications & Forms

Forms/Certifications Required for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All recipients are required to complete and upload a Lobbying, Debarment, and Drug Free Workplace Certification. A separate certification must be signed for EACH application.

Upload the completed certification below.

Lobbying.pdf

Does this application equal $100,000 or more?

- ○ Yes
- ◉ No

Subrecipient Management Questionnaire

All recipients are required to complete and upload a Subrecipient Management Questionnaire (SMQ) with their application. This form is used to help evaluate the recipient organization's existing internal controls related to the management of federal grant funds. OCJG will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the award.

Additional supporting documentation may be required, such as a Single Audit Certification. Refer to the checklist on page 6 of the completed SMQ for more information.

Upload the completed SMQ form below.

SMQ & Lobbying.pdf

Upload additional supporting documentation to accompany your completed SMQ, such as a Single Audit Certification or updated procurement policy.

SMQ & Lobbying (2).pdf

Equal Employment Opportunity (EEO)

Civil Rights Training

As a condition of the federal JAG award, OCJG requires all recipients (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our Civil Rights Training for Grantees webpage. At a minimum, the recipient grant manager must complete the training. These certificates do not expire and may be utilized for future awards.

Have you completed the Civil Rights Training for Grantees modules?

- ◉ Yes
- ○ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates for the individual designated as Recipient Grant Manager.

Certificate of Completion - Module 1.pdf, Certificate of Completion - Module 2.pdf

EEO Certification (EEOC)

All recipients are required to submit an EEO Certification (EEOC) annually.

Upload completed EEO Certification below.

EEO4_12300340_2023-FINAL CERTIFIED.pdf, EeopVerification_FY2024_Subrecipient_18-DEC-2024.pdf

Answer the following questions to determine if your agency is required to submit an EEO Plan (Utilization Report) to DOJ's Office of Civil Rights:

Does your organization have 50 employees or more?

- ◉ Yes
- ○ No

Did your organization receive a single award of $25,000 or more from any U.S. Department of Justice grant program in the last fiscal year?

- ◉ Yes
- ○ No

EEOP REQUIREMENTS

Recipients with 50 employees or more who also receive $25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), MUST develop a comprehensive EEO Plan that complies with 28 CFR 42.304.

Based on your response, you are required to submit an EEO Utilization Report. Upload a copy of your most recent EEOP (Utilization Report) below.

EeopVerification_FY2024_Subrecipient_18-DEC-2024.pdf

Project Specific Certifications

Ballistic Vests

Recipients proposing the use of grant funds to procure ballistic vests or plate carriers must ensure the vests are American-made, ordered to fit the user, and are compliant with NIJ Ballistic/Stab Standards. In addition, recipients purchasing routine-duty body armor must complete the Ballistic Vests (Mandatory Wear) Certification with their application.

Does this application propose the use of grant funds for ballistic vests?

- ○ Yes (a condition will be added to award)
- ◉ No

Body Worn Cameras

Recipients proposing the use of grant funds to procure body worn camera equipment and supplies must complete the Body Worn Camera Policy Certification with their application.

NOTE: Grant funds will only reimburse for licensing, data storage, and warranties during the project period. If costs extend past the project period, they will be pro-rated from the date of purchase.

Does this application propose the use of grant funds for body cameras?

- ○ Yes (a condition will be added to award)
- ◉ No

Telecommunications and Video Surveillance Services and/or Equipment

Recipients proposing the use of grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a TVS Certification with their application. For more information on this requirement, please review the FAQs and the training posted to OCJG's webpage. Examples of TVS equipment include but are not limited to: cameras/webcams, DVR's, computers/laptops, servers, televisions, monitors, "smart" boards, and radios.

Does this application propose the use of grant funds for telecommunications or video surveillance services and/or equipment?

- ○ Yes (a condition will be added to award)
- ◉ No

Suitability to Work With Minors (SWIM)

Recipients OR subrecipients (at any tier) who plan to use grant funds for activities that involve working with or interacting with minors (individuals under the age of 18), must provide a Suitability to Work and/or Interact with Minors Certification (SWIMC). For more information, review the training session posted on our website and the condition language on OJP's website.

Does this application's project, as described in the scope of work, indicate ANY activities may involve working with, or interacting with, minors?

- ○ Yes (a condition will be added to award)
- ◉ No

Confidential Funds

Recipients proposing the use of grant funds to support confidential fund activities must complete the Confidential Funds Certification with their application. Additionally, recipients must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting polices based off of the sample policy provided on our website.

Does this application propose the use of grant funds to support confidential fund activities?

- ○ Yes
- ◉ No

Task Force Activities

Recipients proposing to use funds to support task force personnel, overtime, equipment, or contracted positions must provide a task force personnel roster at the time of application. In addition, the recipient is responsible for ensuring all task force members complete the required BJA Center for Task Force Integrity and Leadership online training courses once every four years. Certificates of completion for each member on the roster must be provided to OCJG at the time of application. If any task force members have not completed the training or have expired certificates, valid certificates must be provided to OCJG within 90 days of award.

Does this application propose the use of grant funds to support task force personnel, overtime, equipment, or contracted positions?

- ○ Yes (a condition will be added to award)
- ◉ No

National Environmental Policy Act (NEPA)

NEPA requirements apply to any federal project (including grants) that might have a significant impact on the quality of the human environment. The following projects require OCJG to obtain approval from BJA's NEPA coordinator:

Projects involving construction, expansion, or renovation of existing facilities. This includes ANY project that involves ground disturbing activities such as the installation of a fence or pole. Site planning documentation such as maps, photos, plans, renderings, etc. will be required.

Projects involving the use of chemicals, such as while processing forensic evidence.

> **These projects will be reviewed by the NEPA coordinator to ensure they are not located within or will potentially affect any of the following: a 100-year flood plain; a wetland; important farmland; a proposed or listed endangered or threatened species; a proposed or listed critical habitat; a property that is listed or eligible for listing on the National Register of Historic Places; an area within an approved State Coastal Zone Management Program; a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System; a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System; a designated or proposed Wilderness Area; a sole source aquifer recharge area designated by the EPA; nearby religious or cultural sites; nearby minority, indigenous, low-income, or other sensitive populations. In addition, the NEPA coordinator will evaluate the impact the project may have on noise pollution, and review recipient protocols for the handling of hazardous waste, solid waste, and uncontrolled air emissions (if applicable to the project).**

If the proposed project is affected, recipients must complete and upload a BJA CATEX Checklist at the time of application. Projects involving "minor renovation or remodeling" are excluded from NEPA requirements, but additional documentation may be required by your OCJG grant manager to reach this determination.

Any expenses incurred prior to NEPA approval are spent "at risk". If BJA denies the request, NEPA-related expenses will not be eligible for reimbursement.

Refer to BJA's NEPA Guidance document for more information.

Does this application propose the use of grant funds for construction, expansion, or renovation projects, or a project involving the use of chemicals (EXCLUDING meth lab operations)?

- ○ Yes (a withholding of funds condition will be added to the award)
- ◉ No

Methamphetamine Laboratory Operations

Recipients with projects relating to clandestine meth lab operations, including their identification, seizure, or closure (i.e. clean-up), must provide copy of their agency's Methamphetamine Mitigation Plan to OCJG. The plan will be submitted to BJA to ensure it complies with NEPA requirements. Any expenses incurred prior to BJA approval are spent "at risk". If BJA denies the request expenses related to meth lab operations will not be eligible for reimbursement.

Does this application propose the use of grant funds for the identification, seizure, or closure (clean up) of a clandestine meth lab?

- ○ Yes (a withholding of funds condition will be added to the award)
- ◉ No

Application Submission Certifications (200.415)

Certification Statement:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences, including, but not limited to

violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Response:

☒ I certify the statement above by submitting this request.

JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- **ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;**
- **overseeing all programmatic and financial reporting; and**
- **ensuring overall compliance with the grant agreement.**

GM Name (First Last)
Jeremy Giddens

GM Title
Grant Manager

GM Address 1
100 10th St West

GM Address 2

GM City
Bradenton

GM State
FL

GM Zip Code+4 (XXXXX-XXXX)
34205-8634

GM Phone Number (XXX-XXX-XXXX)
941-932-9350

GM Email Address
Jeremy.giddens@bradentonpd.com

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)
Gene Brown

CO Title
Mayor

CO Address 1
101 12th St West

CO Address 2

CO City
Bradenton

CO State
FL

CO Zip Code+4 (XXXXX-XXXX)
34205-8634

CO Phone Number (XXX-XXX-XXXX)
941-932-9555

CO Email Address
gene.brown@bradentonfl.gov

Will the Chief Official be designating another individual to execute agreements on their behalf?
- ○ Yes
- ◉ No

Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)
Rob Perry

CFO Title
City Administrator

CFO Address 1
101 12th St West

CFO Address 2

CFO City
Bradenton

CFO State
FL

CFO Zip Code+4 (XXXXX-XXXX)
34205-8634

CFO Phone Number (XXX-XXX-XXXX)
941-932-9442

CFO Email Address
Rob.Perry@bradentonfl.gov

Additional Grant Contact

Is there an additional grant point-of-contact (POC) you wish to add to the grant file?
- ◉ Yes
- ○ No

POC Name (First Last)
Josh Cramer

POC Title
Chief of Police

POC Phone Number (XXX-XXX-XXXX)

941-932-9357

POC Email Address

Josh.Cramer@bradentonpd.com

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
D. Equipment		
Material and supplies for the obstacle course	$26,254.00	$26,254.00
Subtotal	**$26,254.00**	**$26,254.00**
Total Proposed Cost	**$26,254.00**	**$26,254.00**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$26,254.00	$26,254.00
Subtotal	**$26,254.00**	**$26,254.00**
Total Proposed Revenue	**$26,254.00**	**$26,254.00**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

D. Equipment

List each NON-EXPENDABLE item to be purchased. Typically, these are items over $5,000, or items that are routinely inventoried by your organization. Each line item description MUST contain the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 laptops @ $1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = $4,500.

Material and supplies for the obstacle course

Supplies to build the obstacle course.

CITY OF BRADENTON

101 Old Main Street
Bradenton, Florida 34205-7865
(941) 932-9400
www.bradentonfl.gov

July 8, 2025

Mr. Cody Menacof, Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
PO Box 1489
Tallahassee FL 32302-1489

Re: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Federal Fiscal Year 2024 through Florida Department of Law Enforcement (FDLE)

Dear Mr. Menacof:

In compliance with the State of Florida Rule 11D-9, Florida Administrative Code, the City of Bradenton, Florida, approves the distribution of $106,254 (total allocation available) of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Federal Fiscal Year 2024 funds for the following projects within Manatee County:

Subgrantee / Implementing Agency	Project Purpose	Dollar Amount (JAG Funds)
Manatee County	Law Enforcement Equipment & Supplies	$80,000.00
City of Bradenton	City of Bradenton Police Department Law Enforcement Equipment & Supplies	$26,254.00
		Total $106,254.00

Sincerely,

Gene Brown
Mayor

Gene Brown *Mayor* | Jayne Kocher *Ward 1* | Marianne Barnebey *Ward 2* | Josh Cramer *Ward 3* | Lisa Gonzalez Moore *Ward 4* | Pam Coachman *Ward 5*

RESOLUTION R-25-115

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY FLORIDA, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PASSED THROUGH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); AUTHORIZING THE CHAIRMAN, THE COUNTY ADMINISTRATOR OR THE DEPUTY COUNTY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE GRANT SUBMISSION AND ACCEPTANCE; AND AUTHORIZING THE COMMUNITY AND VETERANS SERVICES DEPARTMENT DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS AND AGREEMENTS IN CONNECTION WITH GRANT ADMINISTRATIVE FUNCTIONS.

WHEREAS, Manatee County has determined that submission and acceptance of an Edward Byrne Memorial Justice Assistance Grant passed through the Florida Department of Law Enforcement is in the best interests of the welfare of the citizens of Manatee County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY AS FOLLOWS:

1. The submission and acceptance of Edward Byrne Memorial Justice Assistance Grant passed through the Florida Department of Law Enforcement in the amount of $106,254 is hereby authorized.

2. The Manatee County Public Safety Coordinating Council is designated as the Edward Byrne Memorial Justice Assistance Grant Advisory Board.

3. The Chairman, or in his absence, the Vice Chairperson of the Board of County Commissioners, or the County Administrator or the Deputy County Administrator are authorized to execute all necessary documents with regards to submission and acceptance of this grant.

4. The Community and Veterans Services Department Director or his designee, is authorized to execute all appropriate documents and agreements in connection with the administrative functions of the Justice Assistance Grant

ADOPTED with a quorum present and voting this the. 29th Day of July, 2025

MANATEE COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY:_____
George Kruse
CHAIRMAN

ATTEST: Angelina "Angel" Colonneso
CLERK OF THE CIRCUIT COURT

BY:_____
Deputy Clerk

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Manatee County Board of Commissioners ✓ Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY24 JAG Countywide** subawards:

Name:	Angela Hills	Agency:	Manatee County Government
Title:	Senior Human Services Analyst	Address:	1112 Manatee Ave. West
Email:	angela.hills@mymanatee.org	City:	Bradenton, FL
Phone:	941-748-4501 ext. 3404	Zip:	34205

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
George Kruse County Board of Commissioners
7/29/25

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: Ruth Pelz, DC
DEPUTY CLERK

MANATEE COUNTY FLORIDA

Rule Reference 11D-9.006 OCJG-024 (Rev. March 2021)

FY2024 JAG Countywide (JAGC) Allocations

County	Allocation	County	Allocation
Alachua	$94,889	Lake	$90,524
Baker	$28,832	Lee	$167,473
Bay	$85,592	Leon	$102,735
Bradford	$45,856	Levy	$40,239
Brevard	$141,391	Liberty	$48,598
Broward	$369,662	Madison	$51,740
Calhoun	$39,619	Manatee	$106,254
Charlotte	$59,827	Marion	$97,997
Citrus	$53,080	Martin	$63,984
Clay	$54,842	Monroe	$61,261
Collier	$128,108	Nassau	$46,796
Columbia	$100,298	Okaloosa	$70,042
Dade	$547,053	Okeechobee	$55,938
Desoto	$43,490	Orange	$289,690
Dixie	$49,869	Osceola	$97,554
Duval	$232,554	Palm Beach	$293,033
Escambia	$114,398	Pasco	$142,193
Flagler	$39,763	Pinellas	$232,520
Franklin	$39,674	Polk	$164,974
Gadsden	$45,908	Putnam	$68,175
Gilchrist	$29,684	Santa Rosa	$105,036
Glades	$62,368	Sarasota	$107,361
Gulf	$45,250	Seminole	$117,744
Hamilton	$68,461	St. Johns	$65,237
Hardee	$40,367	St. Lucie	$84,401
Hendry	$59,376	Sumter	$46,472
Hernando	$54,189	Suwannee	$43,808
Highlands	$51,122	Taylor	$45,503
Hillsborough	$283,676	Union	$30,386
Holmes	$36,464	Volusia	$138,575
Indian River	$53,327	Wakulla	$30,349
Jackson	$37,027	Walton	$39,935
Jefferson	$40,692	Washington	$38,397
Lafayette	$41,524	**Total**	**$6,403,156**

Approved in Open Session 7/29/25
Manatee County
Board of County Commissioners

July 29, 2025 - Regular Meeting

Subject
Adoption of Resolution R-25-115 Authorizing Submission and Acceptance of Federal Fiscal Year FFY2024 Edward Byrne Memorial Justice Assistance Grant passed through the Florida Department of Law Enforcement, Dr. Renese Remy, Criminal Justice Policy Coordinator

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Contact: Angela Hills, Senior Human Services Analyst, ext. 3484
Presenter: Dr. Renese Remy, Criminal Justice Policy Coordinator, ext. 3722

Action Requested
- Adoption of Resolution R-25-115 authorizing the submission and acceptance of an Edward Byrne Memorial Justice Assistance grant from the Florida Department of Law Enforcement (FDLE) in the amount of $106,254;
- Authorization for the Chairman, the County Administrator, or Deputy County Administrator and the Community and Veterans Services Department Director or his designee to execute all appropriate documents required in connection with the grant administrative functions; and
- Approve, ratify, and confirm the execution by the Chairman of the Board of County Commissioners of a Certificate of Participation on behalf of the Manatee County Board of County Commissioners, with the Florida Department of Law Enforcement (FDLE) for Manatee County to serve as the coordinating unit of government for FFY2024 Edward Byrne Memorial Justice Assistance Grant Program.

Enabling/Regulating Authority
Florida Statute Chapter 125.001

Applicable Advisory Board
Public Safety Coordinating Council

Background Discussion
• FDLE's Justice Assistance Grant (JAG) Countywide local solicitation is now available. For JAG–Countywide each county is allocated a portion of the state's federal award for use by local units of governments within the jurisdiction. FDLE determines each county's

allocation through a funding algorithm based on population and crime statistics. The county is then required to complete a local planning process to determine how the allocation will be distributed and used.
• A total of $106,254 has been allocated for all units of government within Manatee County.
• The Public Safety Coordinating Council (PSCC), of which Commissioner Ballard is chair, has served as Advisory Board to the Board of County Commissioners in reference to the usage of JAG funds. The PSCC recommended for Manatee County to serve as coordinator, and to apply for the FDLE JAG grant funds. PSCC recommended the funds be allocated as follows:
• $80,000 Manatee County Sheriff's Office for the purchase of a welding laser, cots and ear protection
• $26,264 in a sub-award with the City of Bradenton Police Department for the purchase of law enforcement equipment.
• The initial requirement of grant participation is for The Chairman of the Board of County Commissioners to return a Certificate of Participation indicating the county's willingness to serve and designating a primary point of contact for coordination efforts. This was done in advance by Chair George Kruse, due to the time sensitive deadline of June 20, 2025, and in anticipation of Board approval which has been given in prior years.
• FDLE also requires the submission of letters from at least 51% of the units of local government representing 51% of the County's population approving the distribution of JAG funds. The County letter has been signed in advance by Chair George Kruse, due to the time sensitive deadline of June 30, 2025, and in anticipation of Board approval which has been given in prior years.
• The project period will be from October 1, 2025, to September 30, 2026. The first due date for this grant was June 20, 2025, and there is no match requirement.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
Please return fully executed resolution, and approved agenda item as soon as available to Renese Remy in the Community and Veteran's Services Department at renese.remy@mymanatee.org
Please send a copy of approved agenda to Theresa Woods at theresa.woods@mymanatee.org
Distributed 7/31/25, RT

Cost and Funds Source Account Number and Name
$106,254 Account to be created.

Amount and Frequency of Recurring Costs
None

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) with Manatee County for Outreach Case Manager

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Updated Interlocal Agreement for Outreach Case Manager, updates the payment schedule to Manatee County to be annual, versus quarterly and revises the expiration date to 2027. Effective dates would be August 13, 2025, through September 30, 2027.

FINANCIAL IMPACT:
No increase from 2025 to 2026, and an increase of $5,062.

FY 2025 $101,258
FY 2026 $101,258
FY 2027 $106,320

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve ILA with Manatee County for Outreach Case Manager.

ATTACHMENTS:

ILA with Manatee County for Outreach Case Manager

INTERLOCAL AGREEMENT FOR OUTREACH CASE MANAGER POSITION WITH THE HOMELESS OUTREACH PROGRAM BETWEEN MANATEE COUNTY AND THE CITY OF BRADENTON

This Interlocal Agreement ("Agreement") is made and entered into at Bradenton, Florida, this _____day of _____2025, by and between the City of Bradenton, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City," whose address is 101 Old Main Street West, Bradenton, Florida 34205 and Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Manatee County," whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (collectively, "Parties").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities: and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Manatee County operates a Homeless Outreach Program, which utilizes social workers and case management employees, that provide homeless outreach services; and

WHEREAS, the City desires to initiate a program to strengthen law enforcement and behavioral health partnerships and further ensure public safety and continuity of care for those with unmet needs by providing homeless outreach utilizing Manatee County's Homeless Outreach Program; and

WHEREAS, Manatee County will provide one dedicated Outreach Case Manager ("City's Case Manager") employee to administer the Homeless Outreach Program, within the jurisdictional boundaries of the City of Bradenton, to the City to fulfill the terms of this Agreement and that right to exert control over the employee will lie with Manatee County.

NOW THEREFORE, in consideration of the mutual stipulations, agreements, and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors and assigns, as follows:

1. **Manatee County Duties:** Manatee County shall furnish a dedicated City Case Manager for the City to work within the jurisdictional boundaries of the City of Bradenton and furnish the services as set forth in Appendix "A" ("Scope of Services") attached hereto and incorporated by reference and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike

manner the following work as specified in this Agreement and all appendices to this Agreement, which are made a part hereof. In the event of any inconsistency or conflict between the Agreement and the appendices made part of this Agreement, the Agreement shall take precedence over the appendices. Appendix "A" shall take precedence over Appendix "B."

Manatee County shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, conditions, obligations, and agreements contained in the Agreement and Appendices.

2. **Employment Taxes:** Manatee County shall be solely responsible for the withholding, reporting, and payment of any employment taxes imposed upon the wages paid by Manatee County to the City's Case Manager, and neither the City nor any of its departments shall have any liability with respect thereto. Manatee County shall, at its own expense, comply with all applicable workers' compensation, unemployment insurance, employer's liability, minimum wage, health insurance, and other employment-related federal, State, local, and foreign laws, ordinances, rules, regulations, and orders, including, without limitation, those relating to equal opportunity, affordable health care, and non-discrimination.

3. **Payment:** Upon performance of this contract work by Manatee County, the City shall reimburse Manatee County for the salary, benefits, and operational costs of the City's Case Manager as set forth in Appendix "B." The City shall make one annual payment at the beginning of each contract year, based on the fixed total provided in Appendix "B." This payment shall be made within forty-five (45) days of receiving a proper annual invoice from Manatee County, submitted at the start of each contract year in a manner determined by the City. Manatee County shall provide the City with quarterly reports detailing the services performed during each quarter. The City is not required to pay Manatee County for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Manatee County must not exceed the fixed total provided in Appendix "B." The fixed pricing in Appendix "B" must remain the same through the first renewal term. If the parties agree to renew the Agreement beyond the first renewal term, any increase in pricing will be agreed upon by the Parties in writing, and a new Appendix "B" will be signed and incorporated into the Agreement.

4. **Term:** The initial term of this Agreement is for two (2) years, with the right to extend this Agreement annually under the same terms and conditions provided such Agreement is agreed upon by the Parties in writing. Manatee County shall commence the work and shall faithfully execute said work to its full completion during the term of this Agreement, commencing on the date of execution of this Agreement by the Parties, unless the Agreement is terminated early, as provided herein. Renewal of the Agreement shall be at the discretion of the Parties.

5. **Indemnification and Hold Harmless:** Manatee County shall defend, indemnify and hold harmless the City, its officers, employees, and agents from liabilities within the scope of this Agreement and Section 768.28, Florida Statutes, which may accrue against the City, its officers, employees, and agents or any third party for any and all lawsuits, claims,

demands, losses or damages alleged to have arisen from any negligence, act or omission of Manatee County in performance of this Agreement or from Manatee County's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. Manatee County shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit, or cause of action made or brought against the City alleging liability referenced above, including but not limited to costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City within the scope of this Agreement; and Manatee County shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City within the scope of this Agreement. Manatee County will have the right to defend the City with counsel of its choice, and the City will provide reasonable cooperation in the defense as Manatee County may request. Manatee County shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims, or demands against City alleging liability referenced above within the scope of this Agreement and its duties. Manatee County will have the City's Case Manager sign a hold harmless and indemnification provision protecting the City within the scope of this Agreement. Copies will be provided to the City. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6. **Sovereign Immunity:** Parties shall be liable for their own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such Party's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or any defense available to any Party. Nothing herein shall be construed as consent by any Party to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

7. **Compliance with Law:** Manatee County, at its own cost and expense, shall comply with all statutes, ordinances, rules, regulations, and requirements of all governmental quasi-governmental, public entities and any other such entities as applicable to its fulfillment of the duties required of the Agreement. If any license, permit, or other governmental authorization is required for Manatee County's performance of services under this Agreement, Manatee County, and any required employees, including the City's Case Manager, shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. The City, if and when necessary, shall comply with any requests and demands of Manatee County under the scope of this Agreement.

8. **Required Reports:** Manatee County shall provide written monthly reports to the City concerning number of cases or incidents handled and other data as may be requested no later than 15 days from the last calendar day of each month.

9. **Severability:** The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

10. **Assignment; Binding Agreement:** This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in office, as applicable.

11. **Governing Law; Venue:** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of such State. The venue shall lie in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

12. **Recitals Incorporated:** The WHEREAS clauses set forth above are reiterated herein and fully incorporated into this Agreement.

13. **Entirety of Agreement:** The Parties agree that this Agreement sets forth the entire Agreement between the Parties and that there are no promises or understandings other than those stated herein.

14. **Authority to Sign:** Each person signing this Agreement on behalf of an entity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement and that by signing this Agreement such entity shall be bound by the terms contained herein.

15. **Filing with Clerk of Court:** This Agreement shall be filed by the City with the Clerk of the Circuit Court for Manatee County, Florida, as required by Section 163.01(11), Florida Statutes.

16. **Records:** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

    The City acknowledges that Records, defined herein as Manatee County's shared data and information, which may include individual Records of clients enrolled in mental health and/or substance use programs, may be confidential and exempt from Chapter 119, Florida Statutes. City agrees that it shall protect the Records and the data it receives from Manatee County in a manner that will not permit the personal identification of clients by persons other than those authorized to receive the Records.

    The Parties mutually acknowledge that the provision of the Records by Manatee County to the City is intended to assist in outreach, assessment, and the necessary support services and Manatee County's efforts to implement comprehensive services to individuals.

    The Parties shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including when sharing protected health information for the purpose of this Agreement. Employees of either Party may not use or disclose the protected health information in any manner that would violate the requirements of HIPAA.

Each Party acknowledges that it may have access to certain confidential information of the other Party concerning the other Party's business plans, employees, behavioral health information, and criminal justice history of individuals served, technology, and products("Confidential Information").

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

18. **Ambiguities:** Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

19. **Notice:** Any notice required or permitted by this Agreement shall be in writing delivered to the appropriate Party and shall be deemed sufficient upon receipt when delivered personally or by courier, overnight delivery service or confirmed facsimile, or in the U.S. mail as certified or registered mail with postage prepaid if such notice is addressed to the Party.

The City:
Attn: Paul Driscoll, Legal Advisor
100 10th Street West
Bradenton, FL 34205
941-932-9371

Manatee County:
Attn: Jodie Fiske
Public Safety Department Director
2107 47th Terrace East
Bradenton, FL 34203
941-749-3500

20. **Execution in Parts:** This Agreement may be executed simultaneously in any number of actual or electronic copies of counterparts and by each of the Parties on several counterparts, each of which, when so executed and delivered, will be an original. The executed signature page from each actual or electronic copy of a counterpart may be joined together and attached and will constitute one and the same instrument.

21. **Amendment:** Any amendments to this Agreement shall be by written instrument and executed by all Parties.

22. **Attorney's fees**: In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

23. **Termination:** This Agreement may be terminated prior to the expiration date set forth above only upon the occurrence of the following conditions:

a. Each Party may terminate this Agreement at any time, with or without cause, by written notice at least thirty (30) days prior to termination. If the City terminates this Agreement, and such termination is not a result of a default by Manatee County, Manatee County will be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City will have no further or other obligations to Manatee County: the amount due to Manatee County for eligible work executed through the date of termination. If the City has reason to believe that Manatee County is not in compliance with any applicable laws, rules, or regulations, the City may withhold any and all funds until the City finds Manatee County to be in compliance or until Manatee County is otherwise adjudicated to be in compliance.

b. Manatee County shall maintain and retain records in accordance with the law.

c. Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, then the City will have the right to terminate the Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. Prior written notice must be provided no later than 60 days from the start of the forthcoming fiscal year. The City will use reasonable efforts to ensure that appropriated funds are available.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the Effective Date.

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida located at 1112 Manatee Avenue West, Bradenton, Florida 34205.

DATE: _____

By: Its Board of County Commissioners

_____
CHAIRPERSON

ATTEST: ANGELINA COLONNESO,
CLERK OF CIRCUIT COURT AND
COMPTROLLER

_____
DEPUTY CLERK

CITY OF BRADENTON, a political subdivision of the State of Florida located at 101 Old Main Street West, Bradenton, Florida 34205

_____
GENE BROWN, MAYOR

ATTEST BY: _____

DATE: _____

DATE: _____

APPENDIX A

Scope of Services
Homeless Outreach Program

Scope of Work:

The City's Case Manager, provided by the County, will complete client intake documentation and refer clients to appropriate community resources. City's Case Manager may assist with securing and maintaining permanent housing, providing timely information and referrals, identifying community linkages, providing client advocacy, conducting community visits, and providing follow-up services with residents in the City.

City's Case Manager provides information, referrals, and case management. Makes decisions and acts on behalf of clients, coordinating services for those that need housing, healthcare, counseling, and financial support. Maintains complete records, files, and notes required to coordinate care and analyze the effectiveness of current treatment and services.

The City's Case Manager will coordinate with the Community Redevelopment Agency's (CRA) supervisor to capture new and existing community resources and to ensure an accurate and up-to-date inventory of City and County-wide resources.

The City's Case Manager will spend at least fifty percent (50%) of their time working on cases within the City of Bradenton's Community Redevelopment areas (Central CRA, Bradenton CRA, and 14th Street CRA).

Uploads information to the Homeless Management Information System (HMIS), maintained by the designated lead agency for FL-500 (Sarasota, Bradenton/Manatee, Sarasota Counties CoC), and gathers, analyzes, and reports on current services utilized within the continuum of care.

Develops and monitors individual client service plans to meet basic needs and to help restore and enhance social, psychological, and bio-psychological functioning.

City's Case Manager will monitor client behaviors and ensures timely and appropriate referrals are made for emergent treatment and services. Follows up with clients regularly to assist with emerging health and social inadequacies.

Advocates for clients with agencies and service providers to minimize barriers to clients receiving needed services. Assists clients with applications for Supplemental Security Income (SSI), Social Security Disability (SSDI), Temporary Assistance with Needy Families (TANF), and similar programs. Refers clients to community partners as required to receive VA or other benefits outside of scope.

City's Case Manager establishes and maintains relationships with local housing agencies, property management companies, and private landlords. Establishes and maintains relationships with

community partners that treat substance use disorders (SUD), co-occurring disorders, and other mental health conditions.

Assists clients with collecting and maintaining personal identification as required to receive services. Participates in regular collaborative meetings, including case conferencing meetings, to increase City and county-wide cohesion with community partners.

Conducts ongoing analysis of services to identify deficiencies in the homeless prevention and response system, emphasizing eligibility, access, and associated outcomes. Assists with developing and implementing recommendations for program improvements, including access to wraparound health and other social services.

Participates in contact networks and coalitions to promote community collaboration while enhancing partnerships with regional homeless response efforts. Coordinates with the local jail-medical provider and sheriff's office to identify and link potential clients to services upon release.

Coordinates with the comprehensive treatment court (CTC) to ensure community resources are readily available and shared with other local governments and community groups.

Maintains knowledge and understanding of current best practices, trends, laws, and issues affecting their area of expertise.

APPENDIX B

Fixed Maximum Reimbursement Schedule
Homeless Outreach Program

1. City reimbursement for the cost of one (1) City Case Manager as defined in Appendix A, paid for by Manatee County. The cost of reimbursement for the Outreach Case Manager shall not exceed $101,258 for FY2026 and $106,320 for FY2027.

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Pedestrian and Bicycle High Visibility Enforcement (HVE) Subgrant Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval of the 2025 Pedestrian and Bicycle High Visibility Enforcement (HVE) Subgrant Agreement.

The FY 2025-2026 HVE grant is for $10,000. This grant enables officers to conduct enhanced enforcement and education at high-risk locations during high-risk times, thereby mitigating crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

FINANCIAL IMPACT:
None - grant funded.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed

SUGGESTED MOTION:
Motion to approve the Pedestrian and Bicycle High Visibility Enforcement Subgrant Agreement.

ATTACHMENTS:

Letter of Agreement and Contract

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 17, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Bradenton in the amount of $10,000.00. Under the contract, Bradenton Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

Letter of Agreement and Contract

In this contract between the City of Bradenton ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed $10,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

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that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

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APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

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penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

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NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
  ☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $10,000.00

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EXHIBIT "C"

Locations for Bradenton Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
13	US 41/ TAMIAMI TRAIL	21ST AVENUE W	11TH AVENUE W	0.63	1	600	2400	MONDAY, TUESDAY, FRIDAY, SATURDAY, SUNDAY
15	US 41/ 1ST STREET	13TH AVENUE E	MARTIN LUTHER KING JR AVENUE E	0.25	2	1700	100	MONDAY, TUESDAY, SATURDAY
16	MANATEE AVENUE	57TH STREET W	53RD STREET W	0.22	2	700	1600	WEDNESDAY, FRIDAY, SATURDAY
19	59TH STREET W	33RD AVENUE DRIVE W	29TH AVENUE W	0.12	2	1100	2100	MONDAY, TUESDAY
25	CORTEZ ROAD	71ST STREET W	66TH STREET W	0.36	2	1100	1900	TUESDAY, WEDNESDAY, THURSDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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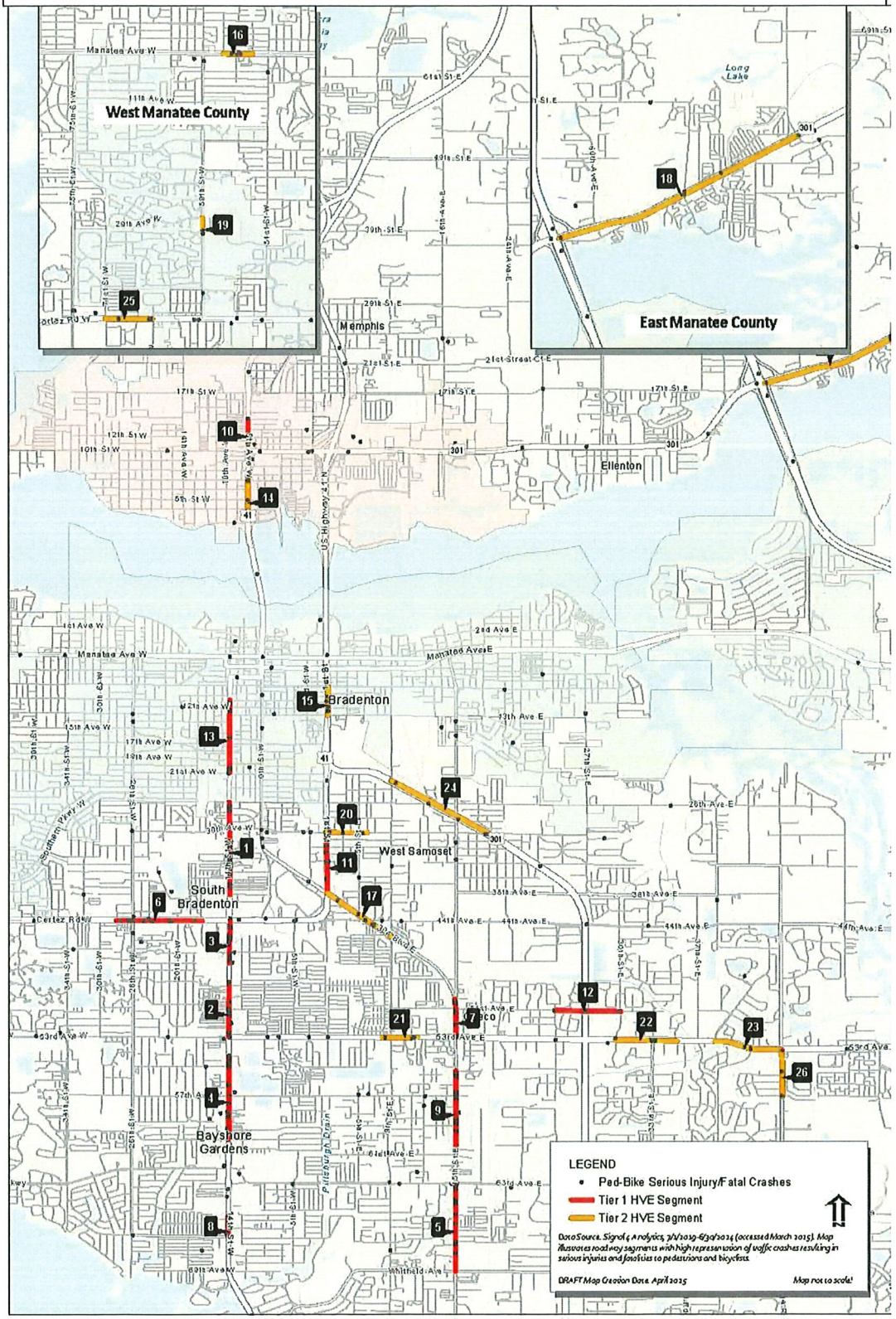
EXHIBIT "C"

2025-2026 HIGH VISIBILITY ENFORCEMENT PROGRAM
MANATEE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Bradenton

Address: 100 10th St W, Bradenton, FL 34205

Vendor's Authorized Agent Signature — Date

Printed Name — Title

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
07/23/2025 | 9:52 AM EDT
FDOT APPROVAL

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Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.

ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

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vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

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liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-08

SUGGESTED ACTION: City Council Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment BA25-08 has been submitted to secure funding for the replacement of hydrants, hydrant lines, and valves in the Village Green neighborhood. Funds were transferred from 40805-369150 (cash carry forward) to 40859000-563000-25532 (hydrant line/valve replacements) in the amount of $1,500,000. This project is set to go through the Invitation to Bid (ITB) procurement process in the near future. This process will involve soliciting bids from qualified contractors to ensure we select the most competitive and capable vendor for the job. Once the bids are reviewed and evaluated, we will move forward with awarding the contract and commencing the work.

FINANCIAL IMPACT:
The cash carry forward account will be reduced by $1,500,000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-08.

ATTACHMENTS:

Budget Adjustment BA25-08

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: Irvin Lee

For: Public Works

Date: 8/4/2025

Budget Adjustment #: BA25-08

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: Replacement of Hydrant lines, valves and hydrant.

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: 40859000 563000 25532
Line item description: Hydrant line/valve replacements

Increase (in $): 1,500,000.00 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash carry forward

Increase (in $): 1,500,000.00 Decrease (in $):

Approved by:

Irvin Lee Digitally signed by Irvin Lee
Date: 2025.08.06 07:20:31 -04'00'

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for City Centre Concept Design for Water Improvements

SUGGESTED ACTION: Approval of the Work Assignment.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has requested Jacobs Engineering Group Inc. to provide a scope of services for development of a Concept Design Report for water improvements in the City Centre area, under the Master Service Agreement (MSA) dated March 22, 2023. These improvements will accommodate the commercial development project at 101 Old Main Street and address future population projections in the project area. This work will build upon the potable water infrastructure findings and recommendations from the previously completed Capacity Analysis Report. The scope will advance the planning process through concept design development, hydraulic modeling, and cost estimation for the recommended water distribution system improvements.

This Work Assignment is being issued under contract 22-029TWS.

FINANCIAL IMPACT:
The work is authorized by RFP-22-029TWS for Jacobs Engineering Group Inc. to complete the work estimated at $256,279.00. The work will be funded from GL 40254110-534000 (contractual services).

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Jacobs Engineering Group Inc. to provide a scope of services for development of a Concept Design Report for water improvements in the City Centre area.

ATTACHMENTS:
City Centre Direct Select Form and Scope of Work from Jacobs Engineering Group Inc.

CONTRACT RFP-22-029TWS
BETWEEN
Jacobs Engineering Group Inc. (Consultant)
And
CITY OF BRADENTON
ASSIGNMENT NO. 2025-6
WORK ASSIGNMENT TITLE: City Center Concept Design for Water Improvements

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. SUBCONTRACTOR USAGE FORM

Work Assignment Proposed Price: $ 2 5 6 , 2 7 9 . 0 0

Consultant's PROJECT MANAGER:
NAME: Chris Sharek, PE — TITLE: Senior Project Manager
EMAIL: Chris.Sharek@jacobs..com — PHONE: 941-915-6003

CITY'S PROJECT MANAGER:
NAME: Brian Norman, EI — TITLE: Environmental Compliance Engineer
EMAIL: brian.norman@bradentonfl.gov — PHONE: 941-290-9385

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

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Chris Sharek
(PRINT NAME)
SIGNATURE: R. Christopher Sharek, PE — Digitally signed by R. Christopher Sharek, PE DN: cn=R. Christopher Sharek, PE, o=1990 Main Street, Suite 750, ou=Jacobs, email=chris.sharek@jacobs.com Date: 2025.07.25 15:11:50 -04'00' — Date 7/24/2025

CITY PROJECT MANAGER: Brian Norman
(PRINT NAME)
SIGNATURE: Brian Norman — Digitally signed by Brian Norman Date: 2025.08.04 08:33:51 -04'00' — Date 7/24/2025

CONSULTANT DESIGNATED MANAGER: Joelle Francois, PE
(PRINT NAME)
SIGNATURE: Joelle Francois — Date 7/24/2025

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
7/24/2025	RFP-22-029TWS	$256,279.00

Requested By: Brian Norman, EI Environmental Compliance Engineer	**Division / Department:** Engineering Public Works & Utilities

Administrative Agent (*If different from Requestor*)**:** Kim Clayback, Engineering Manager

Library Category: Water & Wastewater Design	**Vendor Name:** Jacobs Engineering Group Inc.

Work Assignment Title: City Center Concept Design for Water Improvements

Description of Requested Services:

The City of Bradenton (City) has requested Jacobs Engineering Group Inc. (Jacobs) to provide a scope of services for development of a Concept Design Report for Water improvements in the City Center Area, under the Master Service Agreement (MSA) dated March 22, 2023.

Jacobs is pleased to assist the City of Bradenton with developing a Concept Design Report for water infrastructure improvements within the City Center. These improvements will accommodate the commercial development project at 101 Old Main Street and address future population projections in the project area. This work will build upon the potable water infrastructure findings and recommendations from the previously completed Capacity Analysis Report. The scope will advance the planning process through concept design development, hydraulic modeling, and cost estimation for the recommended water distribution system improvements.

Justification: Rotation through continuing service contracts library	

Comments / Explanation of Direct Select:

Jacobs has successfully completed the Capacity Analysis Report for the City Center Area and is a natural fit to continue the design work for this project. They have sufficient staff who are familiar with the City's water distribution system to complete the work efficiently as well as all necessary technical expertise and resources to deliver a successful project.

Requestor: Brian Norman, EI	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.08.04 08:34:03 -04'00'	**Date: 7/24/25**
Department Director: Irvin B. Lee, PE	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.08.04 11:40:47 -04'00'	**Date:**
Procurement Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.08.04 16:21:21 -04'00'	**Date:** 8/4/2025

8 July 2025

Attn: Kim Clayback, PE
City of Bradenton Public Works
1411 9th Street West
Bradenton, FL 34205

Project name: **City Center Concept Design for Water Improvements**

The City of Bradenton (City) has requested Jacobs Engineering Group Inc. (Jacobs) to provide a scope of services for development of a Concept Design Report for Water improvements in the City Center Area, under the Master Service Agreement (MSA) dated March 22, 2023.

Jacobs is pleased to assist the City of Bradenton with developing a Concept Design Report for water infrastructure improvements within the City Center. These improvements will accommodate the commercial development project at 101 Old Main Street and address future population projections in the project area. This work will build upon the potable water infrastructure findings and recommendations from the previously completed Capacity Analysis Report. The scope will advance the planning process through concept design development, hydraulic modeling, and cost estimation for the recommended water distribution system improvements.

Tasks outlined herein is anticipated to be completed within 180 days from receiving the City's Notice to Proceed (NTP).

A. BACKGROUND AND INTRODUCTION

The City of Bradenton has engaged Jacobs to provide professional services under the Master Service Agreement executed on March 22, 2023. This work order encompasses the preparation of a Concept Design Report that will build upon the potable water infrastructure findings and recommendations from the previously completed Capacity Analysis Report for the City Center redevelopment project at 101 Old Main Street. Utilizing the water system evaluation conclusions and data from that earlier study, this effort will advance the planning process by developing concept design for the recommended water distribution system improvements within the City Center area. The evaluation will address both current operational demands and anticipated future requirements resulting from planned development within the project area. The project location is shown in Figure 1;

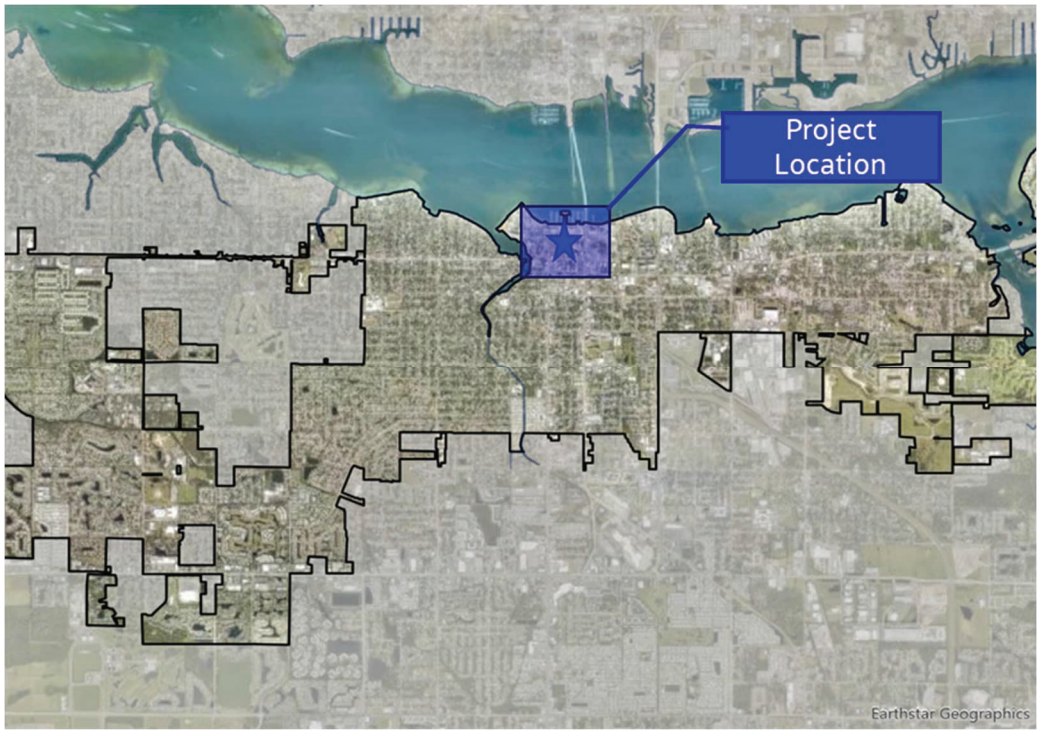


Figure 1: Project Location

B. SCOPE OF SERVICES

Jacobs will deliver this project via four Tasks: Project Management; Review of Existing Information; Topographic Survey and Concept Level SUE, and Concept Design Report.

Task 1: Project Management

Jacobs will provide the following Project Management services throughout the duration of the project:

- Project initiation through coordination with City staff
- Kick-off meeting, including preparation of meeting agenda and post-meeting summary documentation
- Ongoing coordination meetings with City staff
- Monthly progress reporting and invoicing submissions to the City, documenting project status and completed work
- Project communication and documentation management to maintain clear project records

Note: Kick off meeting is intended to be conducted in person at mutually agreed location, while the six monthly progress meetings, extending throughout the project duration, are intended to be virtually through Microsoft Teams platform, based on City preferences and project requirements.

Task 2: Review of Existing Information

Prior to the project Kick-off Meeting with the City, Jacobs will provide a detailed request for information that lists data preferred/needed to prepare the Concept Design Report.

Jacobs will compile and review existing information relevant to the City's water system and other utilities. The City will provide necessary data related to land use, existing and future developments, and associated population forecasts. This includes but is not limited to:

- Reviewing available documentation provided by the City, including GIS records, as-built drawings, and historical reports.
- Operational data from the pumping station at the City's Water Treatment Plant (WTP) and elevated storage tank.
- Relevant population growth and demand forecast data for the City Center development, other developments and surrounding areas, within the project limits, as provided by the City.
- Required fire flows, as provided by the City.

The project limit is shown in Figure 2.

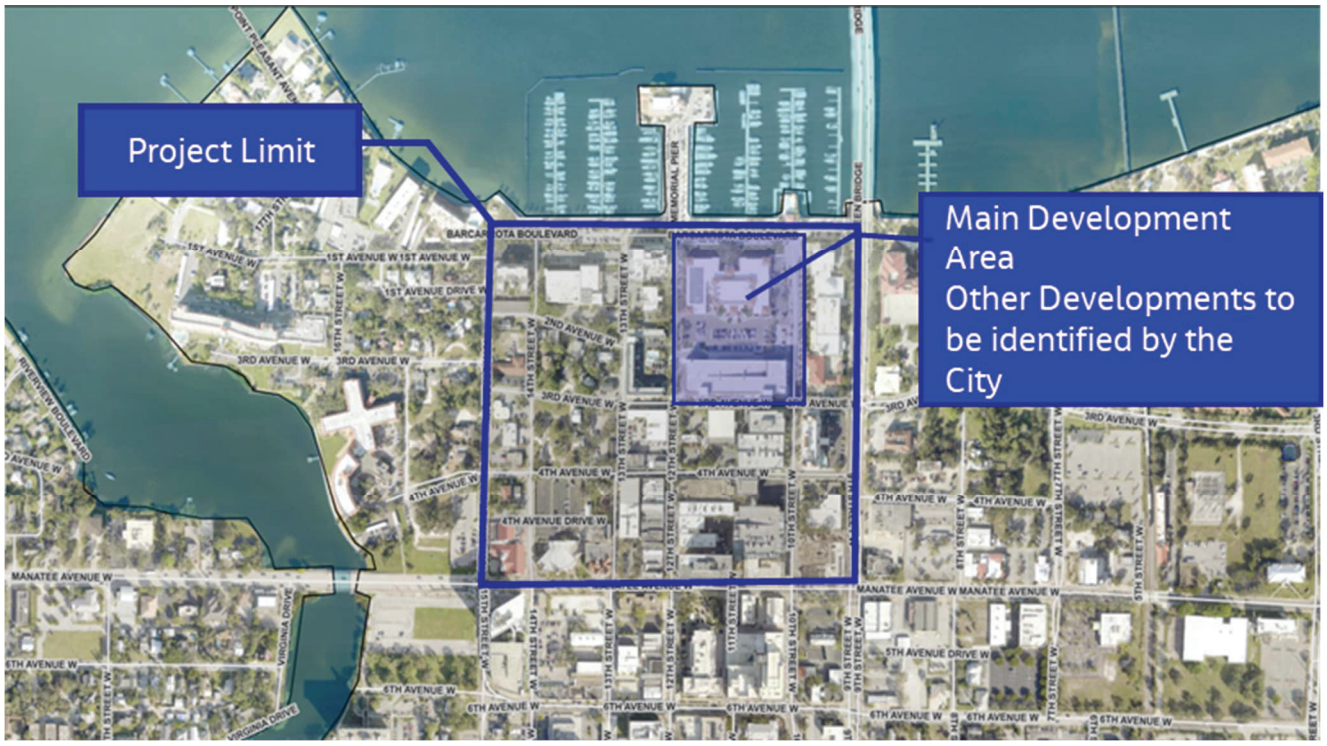


Figure 2: Project Limit

Task 3: Site Topographic Survey and Subconsultant Coordination

Task 3A - Subconsultant Coordination and Management

Jacobs will provide coordination and administrative oversight of subconsultant activities. This includes procurement and contract administration, technical oversight and quality assurance review of deliverables, and coordination to ensure alignment with project requirements.

Task 3B - Topographic Survey and Concept-Level Subsurface Utility Engineering

Subconsultant, HYATT SURVEY SERVICES, INC., will perform a topographic survey of the urban right-of-way utility corridor to establish base mapping for design purposes. Services include locating aboveground site improvements and utilities (based on visible above ground appurtenances), establishing site elevations and grid systems, identifying significant vegetation, determining right-of-way boundaries, and establishing survey control with proper monumentation.

The complete detailed scope of work, methodology, deliverables, and associated costs for these subconsultant services are provided in the attached subconsultant proposal (Attachment A). The topographic survey limits are shown in Figure 3 below;



Figure 3: Topographic Survey Limits

Task 4: Concept Design Report

Jacobs will prepare a Concept Design Report for the proposed City Center water infrastructure improvements including design criteria, hydraulic modeling, conceptual designs, and cost estimates for the recommended improvements. The detailed scope of work and report structure are outlined below;

A. Jacobs will prepare the design criteria and basis for the proposed water improvements, based on applicable City and industry standards, documenting water demand rates, fire flow requirements, pressure requirements, velocity in pipes and other required parameters.

B. Jacobs will carry out a Concept Design level hydraulic evaluation to assess the capacity of the existing infrastructure and facilitate decision-making regarding pipeline improvements. Work under this task includes:

- Water demand estimates for existing and projected conditions
- Developing a skeletonized hydraulic model using Bentley WaterGEMS that isolates the City Center service zone
- Performing simulations for multiple scenarios including:
    - Average day demand conditions
    - Peak hour demand conditions
    - Fire flow plus peak daily demand conditions
- Analysis will encompass the commercial development in City Center, adjacent developments (to be provided by the City), and existing properties within the project limits
- Confirmation of proposed required upgrades to the pipes identified in the City Center Capacity Analysis Report

C. Jacobs will propose Concept Pipeline Routes based on required upgrades, and outcomes from the topographic survey and Concept Level SUE

D. A level 4 Cost Estimate, in accordance to AACE International's Cost Estimate Classification System, will be developed for the proposed improvements.

A Draft Preliminary Concept Design Report will be prepared summarizing model assumptions and output, design criteria, proposed improvements concept drawings, and concept cost estimates. The final Concept Design Report will cover workshop outcomes, incorporating City's comments and observations.

The Concept Design Report will be organized into the following chapters:

Chapter 1 – Introduction

- ✓ Scope of Work
- ✓ Project Drivers and Goals
- ✓ Summary from City Center Capacity Analysis Report, water improvements.

- **Chapter 2 – Design Criteria and Basis**
    - ✓ Standard References from the City and Manatee County
    - ✓ Water Demand unit rates and peaking factors, and Fire flows requirements.
    - ✓ Methods of Construction
    - ✓ Physical and Hydraulic Parameters
    - ✓ Pipeline routing criteria

- **Chapter 3 – Water Demand Estimate**
    - ✓ Existing and future water demands
    - ✓ Commercial development water demand

- ✓ Additional demands from developments or population projections within project area
- ✓ Peak Daily and hourly factors.

- **Chapter 4 – Hydraulic Modeling and Analysis**
  - ✓ Model Inputs and Assumptions
  - ✓ Modeling Scenarios Outputs (Peak daily demand + fire flows, peak hourly demand)
  - ✓ Model Output and Proposed pipe upgrades/sizes.

- **Chapter 5 – Concept Design**
  - ✓ Topographic survey and Concept SUE narrative
  - ✓ Proposed pipeline routing and high level recommendations for the method of construction
  - ✓ Concept Design Drawings including:
    - Cover Sheet
    - General Notes, Abbreviations, legend
    - Key Map
    - Water Main plan sheets (no profiles will be included at Conceptual Design Phase). The plan view horizontal scale shall be 1"=40'. Drawings will be developed in AutoCAD.

- **Chapter 6 - Engineer's Opinion of Probable Cost for Infrastructure Improvements**
  - ✓ Engineer's Opinion of Probable Cost for infrastructure improvements for planned commercial development,
  - ✓ Engineer's Opinion of Probable Cost for planned commercial development plus future planned growth,
  - ✓ Cost estimating assumptions.

A coordination meeting will be facilitated with the City to review the assumptions, methodology, and results presented in the Draft Concept Design Report. City comments and feedback will be incorporated into the Final Concept Design Report**.** Jacobs will prepare one PowerPoint presentation, summarizing the final proposed improvements, along with the cost estimate, highlighting updates from the Capacity Analysis report previously discussed and finalized with the City and Stakeholders.

Project Deliverables

The following deliverables will be provided to the City during the course of this project.

- Task 1- Monthly project invoices including a project status report.
- Task 1 - Meeting Minutes from Project Kick-Off Meeting.
- Task 2 - Comprehensive request for project information and collected data registry.
- Task 3 - Topographic Survey as detailed in Attachment A.
- Task 4 - Draft/Final Concept Design Report with Concept Drawings and Cost Estimate
- Task 4- PowerPoint presentation for Concept Design Report Summary and Cost Estimates

C. ASSUMPTIONS

The following were assumed in determining the scope and fee of the services described above:

- **Access to GIS**. City to provide Jacobs with electronic access to technical information, attribute tables, and data exports from its GIS.

- **Reliability of Source Data**. Jacobs will reasonably rely on the accuracy and completeness of the source information and data provided by the City during the course of this project without independent verification. Data collection determines data source of specific records, content, and format. This does not include review or modification of data source.
- **Current Land Use Site Conditions**. The Site is located at 101 Old Main Street (12th Street West) in Bradenton Florida. The Site is comprised of one (1) Governmental Administrative Activity Center, one (1) Municipal Law Enforcement Activity Center, one (1) Municipal Parking Lot and one (1) Public Parking Garage. The Site is approximately 5.71 acres in size, and is bound by Barcarrota Boulevard to the north, 3rd Avenue West to the south, 10th Street West to the east and 12th Street West to the west.
- **Future Land Use Site Conditions**. The Governmental Administrative Activity Center, Municipal Law Enforcement Activity Center and a portion of the Municipal Parking Lot will be sold and relocated. The Public Parking Garage will remain as will a small portion of the Municipal Parking Lot. To that end, approximately 3.64 acres of the Site will be sold.
- **Water Demand Estimation**. The estimated water demand provided in City of Bradenton City Center – Capacity Analysis for Sanitary Sewer and Water Systems – Final, Document no: 241112003914_ae2e7fe0, will be used for development of the Concept Design. Any additional demands for adjacent developments within the project area, shall be provided by the City at the onset of the project to be included in the analysis.
- **Evaluation of Utility Infrastructure**: The physical limits for the technical evaluation for infrastructure will include water assets from 9th Street West to 15th Street West between Barcarrota Blvd (1st Avenue West) & Manatee Avenue West, as shown in Figure 2.
- **Topographic Survey and Concept Level SUE Scope:** The scope of work, methodology, deliverables, and associated costs for the topographic survey and concept-level Subsurface Utility Engineering (SUE) services are detailed in Attachment A. The concept design will be developed utilizing topographic survey data, qualifying to SUE Quality Level C (QL-C) standards in accordance with CI/ASCE 38-02, supplemented by existing utility records classified as Quality Level D (QL-D) information. Utility information will cover data obtained from visible appurtenances, utility markings provided by utility owners/operators, and available record drawings.

  Limitations: The survey scope explicitly excludes detailed utility infrastructure data including, but not limited to, rim and invert elevations of utility structures, pipe elevations, pipe sizes, materials, and depths. Accordingly, the concept design phase will not incorporate this detailed utility information. Additional SUE investigation to higher quality levels (QL-B or QL-A) may be required during subsequent design phases to obtain comprehensive utility data necessary for design development stages and construction.
- **Unknown Subsurface Conditions** - In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- **Conceptual Project Estimates**. Level 4 cost estimates will be provided for high level CIP planning purposes, in accordance to AACE International's Cost Estimate Classification System. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market

conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.

- **Hydraulic Modeling**. Jacobs will conduct a concept design level hydraulic evaluation to assess the capacity of the existing infrastructure and facilitate decision-making regarding pipeline improvements within the project area. Given that no existing hydraulic model is available for the City, the scope will cover the water system from source facilities (City of Bradenton's ground storage tanks, pumping station, and water tower) through the distribution network to the project area. Other system demands outside the project area will be skeletonized to represent system hydraulic behavior while focusing analytical detail on the project area of interest. It should be noted that hydraulic model outputs for infrastructure outside the project area are not suitable for capital improvement decisions, as such assessments would require detailed modeling of the entire distribution system. Figure 4 below shows the proposed hydraulic modeling scope of work and limits;

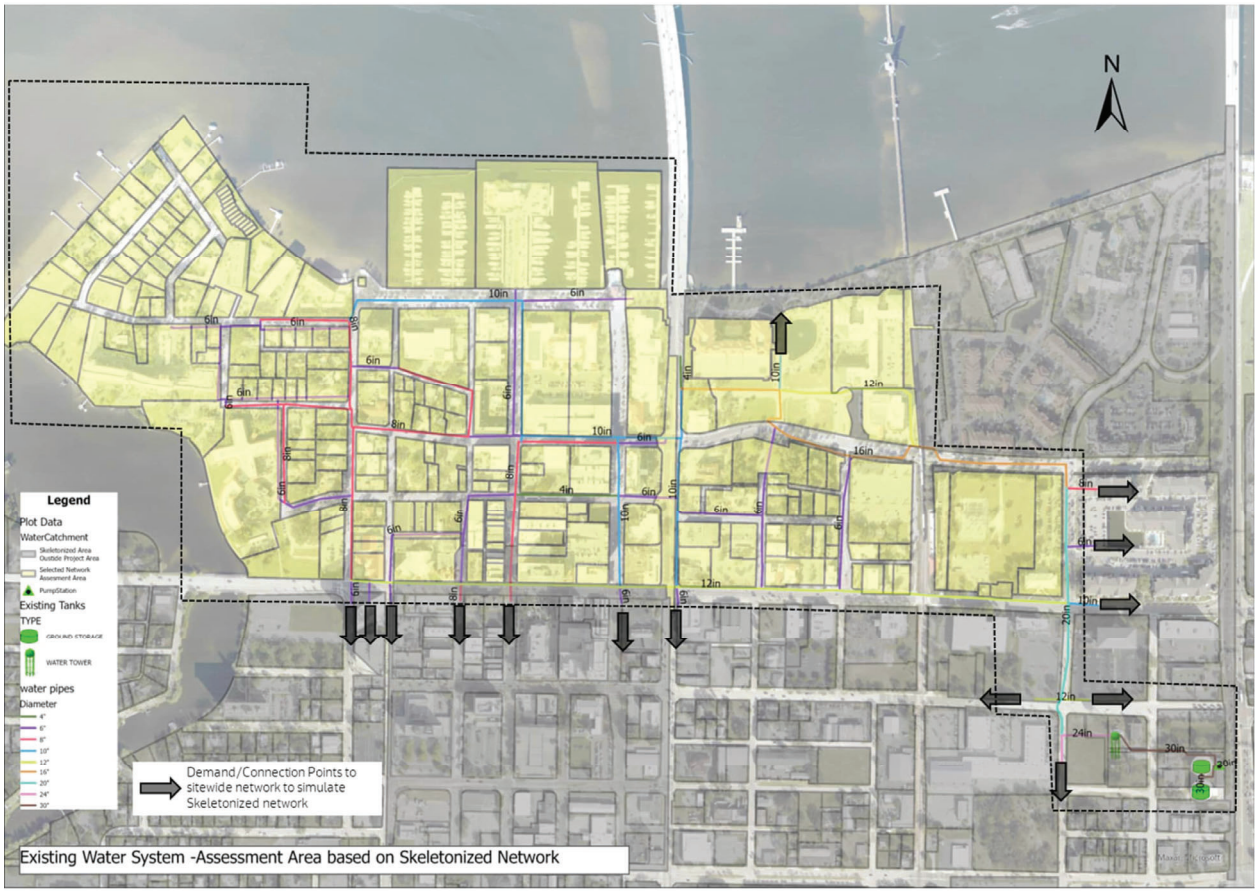


Figure 4: Proposed Hydraulic model coverage area and limitations

- **Water Quality Modeling**. Jacobs understands this hydraulic model is intended to evaluate the pressure and flow conditions throughout the City's potable water system. Water Quality tracing and/or modeling is not included in this scope of services as an extended duration model would be required. These services may be provided under a separate scope of work to the City if so desired.

- **SCADA Systems Assessments and/or Programing Services** - Jacobs consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes Jacobs responsible for the performance, operation or security of Client's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and Jacobs' services do not in any way relieve Client of any responsibility for the protection, firewalling and/or overall security of Client's System. Jacobs shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Attachments

- **Attachment A**. Topographic Survey Scope of Works – by Subconsultant

D. SCHEDULE

The schedule for this project is to be completed within 180 days of receiving a written Notice to Proceed (NTP) from the City;

Jacobs

Proposed Project Schedule

Task / Activity	Duration	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25
TASK 1: PROJECT MANAGEMENT																										
Project Initiation and Kickoff	Week 1																									
Coordination and Progress	25 Weeks																									
TASK 2: REVIEW OF EXISTING INFORMATION																										
Site Visits & Data Analysis	4 Weeks																									
TASK 3A: SUBCONSULTANT COORDINATION																										
Procurement & Coordination	12 Weeks																									
TASK 3B: TOPOGRAPHIC SURVEY (SUBCONSULTANT)																										
Field Survey & Data Processing	12 Weeks																									
TASK 4: CONCEPT DESIGN REPORT																										
Design Basis & Water Demand	4 Weeks																									
Hydraulic Modeling & Analysis	6 Weeks																									
Concept Design & Drawings	12 Weeks																									
Draft Report	8 Weeks																									
City Review	2 Weeks																									
Final Report	2 Weeks																									
KEY MILESTONES																										
Data Collection Complete	Week 4																									
Survey Complete	Week 14																									
Draft Report Complete	Week 21																									
City Review	Week 23																									
Project Complete	Week 25																									

E. COMPENSATION

This project is anticipated to be performed on a lump sum basis, per the Contract terms, billed monthly. Jacobs reserves the right to manage the total fee including task level distribution at our discretion. An estimation of the level of effort of $256,279 is shown below, including Subconsultant Fees;

Table 2 – Jacobs and Subconsultant Fee Breakdown for Scope of Services Included Herein

Task Description	Task Fee
Task 1 – Project Management	$22,368
Task 2 – Existing Information and Data Collection	$ 17,334
Task 3A – Topographic Survey and Concept Level SUE – Jacobs Subconsultant Contract Coordination and Administration	$12,608
Task 3B – Topographic Survey and Concept Level SUE – Subconsultant Works (Refer to Attachment A)	$54,925
Task 4 – Concept Design Report and Drawings	$149,044
Total Lump Sum Fee	**$256,279**

8 July 2025

Acceptance of Task order

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

JACOBS ENGINEERING GROUP INC.

By _____
Joelle Francois, PE
Designated Manager

Date 8 July 2025

CITY OF BRADENTON

By _____
The Honorable Gene Brown
Mayor, City of Bradenton

Date _____

Attachment A: HYATT SURVEY SERVICES Scope of Work

June 6, 2025

Mr. Mohammed Bargothi
JACOBS
5401 W. Kennedy Blvd, Suites 300 & 900
Tampa, FL 33609

Re: Proposal for Professional Surveying Services
Bradenton - City Center Water: Topographic / Route Surveys
Bradenton, Florida

Dear Mr. Bargothi:

Pursuant to the information provided, Hyatt Survey Services, Inc. is pleased to provide the following proposal for the surveying services required on the above referenced project:

SCOPE OF SERVICES

I. Topographic/Route Survey:

A. Hyatt Survey will perform a Topographic/Route Survey of approximately 4,900 LF of urban right-of-way as described below and shown on the attached exhibit. The survey will encompass the utility corridor from right-to-way to right-of-way and will be used as the base map for the design drawings.

B. Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances.
   1. Above ground improvements include but are not limited to the following: fencing, piping, roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, shrubs, valve boxes, water meters, curbs, etc.

   2. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances and the following:
      a. Locations of buried utilities as marked by the utility providers. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.

      b. Rim and invert elevations of stormwater and sanitary sewer structures, including diameters and invert elevations of connecting pipes **are not included** in this scope of services.

C. Hyatt Survey will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving within the limits described above.

D. Hyatt Survey will locate/identify living trees along the proposed route with a 4-inch or greater DBH (diameter @ breast height).

E. Right-of-way lines will be determined from the location of existing right of way monuments, recorded subdivision plats and last deed of record for adjoining parcels.

F. Hyatt Survey will establish baselines and stationing for each project right of way. Baselines will be monumented and referenced at the Beginning, End and at all PI's.

G. All elevations will be referenced existing City of Bradenton published benchmarks and the NAVD88 vertical datum. A minimum of two (2) project benchmarks will be established within each survey area.

H. All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum – Florida West Zone.

I. The preparation of legal descriptions or sketches for proposed easements and/or takings along the proposed route will not be included as part of this scope-of-services.

J. Drawing sheet size will be 11x17 at a horizontal scale of 1" = 40' and vertical scale of 1" = 10'.

K. Hyatt Survey will deliver three (3) signed and sealed hardcopies of each survey as well as one (1) digital copy in AutoCAD & PDF format.

L. This project will require no more than ninety (90) calendar days to complete from our receipt of a written "notice to proceed."

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

1. **COB - City Center Water Topographic Survey: $ 54,925.00**

All work will be performed in accordance with the standards of practice as outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I have attached our standard “General Contract, Provisions and Conditions” as part of this agreement. Toaccept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,
HYATT SURVEY SERVICES, INC.

Pamela A. Hyatt

Pamela A. Hyatt, P.S.M.
President

Accepted by: **JACOBS**

Sign here: _____ **Date:** 8/1/2025

Print name here: Mohammed Bargothi

Hyatt SURVEY

EXHIBITS:



2012 Lena Road, Bradenton, Florida 34211 Phone: 941-748-4693 Fax: 941-744-1643

ATTACHMENT "A"
GENERAL CONTRACT
Provisions & Conditions

Services to be rendered under this Contract Agreement (Agreement) between Hyatt Survey Services, Inc. (Hyatt Survey) and the Client are based upon those provisions as set forth in the original proposal letter (Proposal) and are included together with and made part of this Agreement. The Proposal and these General Contract Provisions & Conditions represent the entire understanding between the Client and Hyatt Survey. Any modifications in the terms of this Agreement must be executed in writing and accepted by both parties involved.

A. Description of Services:

1. The Basic Services to be performed under this contract are limited to those "Scope of Services" items as specifically stated on the attached proposal and no others.

2. Any Additional Services requested after the commencement date of this project will be considered as Additional Services to the Basic Services. All additional Services will be subject to additional compensation either at Hyatt Survey's current hourly rate schedule or at a rate as agreed to by both Hyatt Survey and the Client.

B. Standard Provisions:

1. The Proposal is valid for a period of thirty (30) days from the date thereon. All hourly rates quoted are subject to revision quarterly, unless otherwise agreed upon by both parties.

2. Hyatt Survey will carry and maintain worker's compensation, general liability, professional liability and comprehensive automobile liability insurances for the period of this contract. Proof of insurance will be furnished upon request. Coverage requested above the established company limits may be available upon agreement for reimbursement for additional expenses by the Client.

3. Payments to Hyatt Survey are the sole responsibility of the signatory of the Agreement and are not subject to any third-party compensation condition or agreement. Invoices are rendered as agreed upon, but not to exceed monthly, and are deemed due and payable upon receipt. Outstanding invoices over thirty (30) days past due from the date on the invoices are deemed "past due" and subject to a finance charge of 1 ½ percent per month. Invoice payments must be kept current and are not to exceed 30 days. After this 30 days all work may be subject to suspension, unless otherwise agreed upon by both parties.

4. Either the Client or Hyatt Survey may, with seven (7) days written notice, terminate this agreement, if the other party fails to perform under the terms of this contract. If termination of the project is through no fault of Hyatt Survey, Hyatt Survey will be compensated for all services performed to date, including all reimbursable expenses along with a 10% "Termination Expense Assessment" of all remaining unbilled project fees per this agreement. Additional project mobilization or start up fees may be added to any fee remaining after termination of a project, if the project is reactivated after a period of ten (10) days.

5. Hyatt Survey's services under this contract do not include participation in any actions of litigation. All expert witness services are to be provided by and compensated for under a separate contract as negotiated and executed by the parties.

6. The Client and Hyatt Survey agree that no warranties, guarantees, representations, or statements of any nature have been relied upon and used as a basis for this agreement, unless contained herein or as may be implied to in Florida Statutes.

7. Hyatt Survey is not responsible for any failure to perform under any conditions which arise from causes beyond Hyatt Survey's reasonable control or which may be caused by any unavoidable or unforeseeable action arising beyond any reasonable Hyatt Survey or Client control.

8. To the fullest extent provided by law, and withstanding any other provision of this Agreement, the total aggregate liability due to any error, omission or other professional negligence will be limited to a total sum of $10,000.00 or the fee agreed upon under this Agreement (less any third part costs), whichever is greater.

9. Any errors, omissions or deficiencies on any document issued by Hyatt Survey and observed by the Client or his representative, must be reported only to Hyatt Survey promptly in order to facilitate mitigation of any claimed losses, which may arise or be due.

10. Hyatt Survey will be entitled to collect it's costs and reasonable attorney's fee incurred in the collection of any fee due Hyatt Survey; including all fees incurred in any litigation resulting from the enforcement of any of the terms of this Agreement.

11. All original documents and files, both digital and hardcopy, resulting from the Agreement are and will remain the property of Hyatt Survey. Hyatt Survey will furnish six (6) copies of the final product as directed for delivery by the Client. Any reuse or reissue of drawings or documents must be approved by Hyatt Survey and must be limited to the specific purpose stated on the face of the document. The Client will hold Hyatt Survey harmless from all claims arising from unauthorized acts of reissuance or reuse of any document of service in this Agreement.

12. The Client will approve all sub-contracts or sub-consultants prior to engagement by Hyatt Survey on their behalf. Hyatt Survey may act as an Authorized Agent only when both the Client and Hyatt Survey properly execute a written agreement.

SUB-CONSULTANT USAGE LIST

Work Assignment No. 2025-6

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Survey	HYATT SURVEY SERVICES, INC.	2012 Lena Road, Bradenton, Florida 34211		21%
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				21%

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Sidewalk Replacement on 6th Avenue West between Virginia Drive and 22nd Street West

SUGGESTED ACTION: City Council approval of the Work Assignment.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This project includes the removal and replacement of approximately 3,170 linear feet of deteriorated sidewalk along both sides of 6th Avenue West, spanning from Virginia Drive to 22nd Street West. A recent condition assessment identified these sections as needing improvement due to structural deterioration, safety hazards, and the need for enhanced functionality and appearance. Additional scope of work includes the removal and replacement of approximately 200 linear feet of concrete curb, installation of new stop bars and high-visibility crosswalks at key intersections to enhance pedestrian safety, and the replacement of two ADA-compliant access ramps to improve accessibility.

This Work Assignment is being issued under contract ITB 22-002KKC.

FINANCIAL IMPACT:
The work is authorized by ITB-22-002KC for C-Squared to complete the work estimated at $231,679.14. The work will be funded from GL 30258200-563000-25803.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for the sidewalk replacement along 6th Avenue West between Virginia Drive and 22nd Street West.

ATTACHMENTS:
Work Assignment
Bid from C-Squared CGC, Inc.
Project Map
Scope of Work

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: 6th Ave W. Between Virginia Dr. & 22nd St W.

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

WORK ASSIGNMENT TITLE:

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

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

Compensation to the Contractor for all of the above identified Services shall not exceed $231,679.14. Compensation for the tasks shall not exceed the amounts set forth as follows:

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

Contractor agrees to perform or render Services in accordance with this Agreement No. for sidewalk replacement Services and this Work Assignment dated August/04/2025.

Contractor

BY: Sean D'Agostino

Printed Name: Sean D'Agostino

Title: President

Date: 8/4/2025

CITY OF BRADENTON

BY: _____

Date: _____

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

To:	City Of BRADENTON	**Contact:**	David Lopez Rivera
Address:	9TH STREET EAST	**Phone:**	941-708-6300
	BRADENTON, FL 34205	**Fax:**	
Project Name:	6th Ave W From Virginia To 22nd Sidewalk Remove And Replace	**Bid Number:**	25-083
Project Location:	City Of Bradenton	**Bid Date:**	8/1/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.1	Mobilization - 8%	1.00	LS	$17,161.41	$17,161.41
1.2	MOT Local Roads - 2%	1.00	LS	$4,206.23	$4,206.23
R1	Concrete Curb Removal	200.00	LF	$21.95	$4,390.00
R4	Concrete Sidewalk And Driveway Removal	1,666.00	SY	$42.10	$70,138.60
P1	Concrete D Curb	200.00	LF	$26.10	$5,220.00
P4	Concrete Sidewalk - 4"	1,250.00	SY	$55.55	$69,437.50
P5	Concrete Sidewalk 6" Thick	416.00	SY	$71.00	$29,536.00
P8	Concrete Retaining Wall	10.00	CY	$1,312.25	$13,122.50
S1	12" Soild Thermo	550.00	LF	$13.30	$7,315.00
S2	24" Solid Thermo	48.00	LF	$15.75	$756.00
S4	Relocate Exisitng Post Mounted Sign	6.00	EACH	$272.95	$1,637.70
O2	Storm Inlet Protection	4.00	EACH	$310.10	$1,240.40
06	Detectable Warnings	16.00	EACH	$300.55	$4,808.80
O10	Replace Curb Inlet Top	2.00	EACH	$1,354.50	$2,709.00

Total Bid Price: $231,679.14

Notes:

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

ACCEPTED:

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

Buyer: _____

Signature: _____

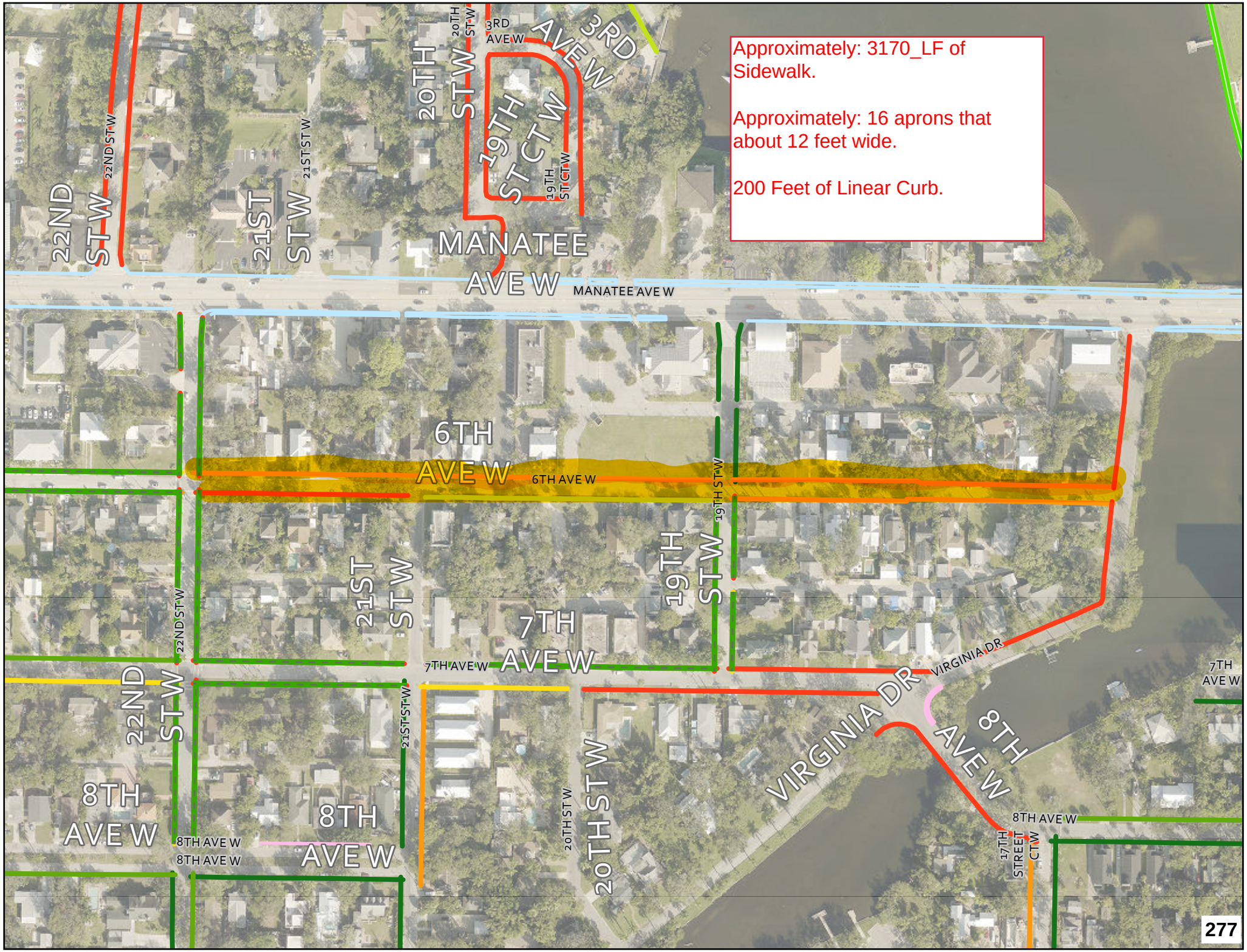
Date of Acceptance: _____

CONFIRMED:

C-Squared CGC, Inc.

Authorized Signature: _____

Estimator:


Approximately: 3170_LF of Sidewalk.
Approximately: 16 aprons that about 12 feet wide.
200 Feet of Linear Curb.
22ND ST W
21ST ST W
20TH ST W
19TH ST CT W
3RD AVE W
MANATEE AVE W
6TH AVE W
7TH AVE W
8TH AVE W
VIRGINIA DR
17TH STREET CT W
277

Scope of Work

6th Ave W between Virginia Dr. & 22nd St W. – Sidewalk Replacement Construction Project.

City of Bradenton

Project Overview

This project involves the removal and replacement of deteriorated sidewalk infrastructure along 6th Ave West between Virginia Drive and 22nd Street West (both sides of the Avenue). These sections have been identified through a recent condition assessment as requiring attention due to safety concerns, structural degradation, and the need for visual and functional improvements.

Identified Sections for Replacement

- **6th Ave W between Virginia Dr. & 22nd St W:**
  Certain sections of the walkway exhibit significant deterioration, including cracking and surface failures, posing a high risk of future structural failure and pedestrian hazards. Immediate replacement is necessary to eliminate safety risks and ensure compliance with ADA standards. Proactive replacement will also help extend the service life of the walkway. While other sections are in moderate condition, they should be replaced alongside the severely deteriorated areas to maintain consistent infrastructure quality and support the City's ongoing efforts to improve both the aesthetic appeal and the overall pedestrian experience.

Project Objectives

- Improve pedestrian safety and accessibility throughout the area.
- Enhance the visual appeal of key corridors within the city.
- Extend the useful life of sidewalk infrastructure through proactive replacement.
- Maintain a uniform standard of sidewalk quality across adjacent corridors.

Scope of Work

- Remove and replace approximately **3,170 Linear Feet** of concrete sidewalk and driveway aprons.
- Remove and replace approximately **200 linear feet** of concrete curb.
- Install new **stop bars** and **high-visibility crosswalks** to improve pedestrian safety at key intersections.
- Replace two ADA (American with Disabilities Ramps)

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-021NT with B & E Signal and Lighting, Inc.

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
B & E Signal and Lighting, Inc. ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal and intelligent transportation systems maintenance services. This Contract is in accordance with the specifications per Agreement No. 21-R076431BB between Manatee County, Florida, and Contractor, for the provision of traffic signal and intelligent transportation systems maintenance services, including all amendments thereto, and Manatee
County, Florida Invitation for Bid ("IFB") No. 21-R076431BB and all addenda thereto (the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 7, 2026

FINANCIAL IMPACT:
Funds are coming from account (00151940-564000/546500 Traffic Signal/Street Light).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Agreement PB-25-021NT with B & E Signal and Lighting, Inc.

ATTACHMENTS:
Agreement PB-25-021NT with B & E Signal and Lighting, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-021NT BETWEEN THE CITY OF BRADENTON AND B & E SIGNAL AND LIGHTING, INC.

B & E Signal and Lighting, Inc. ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal and intelligent transportation systems maintenance services. This Contract is in accordance with the specifications per Agreement No. 21-R076431BB between Manatee County, Florida, and Contractor, for the provision of traffic signal and intelligent transportation systems maintenance services, including all amendments thereto, and Manatee County, Florida Invitation for Bid ("IFB") No. 21-R076431BB and all addenda thereto (the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 7, 2026, with the following modifications:

1. All references to "Manatee County, Florida", "Manatee County", and "County" shall be replaced with "City of Bradenton, Florida".

2. All references to "1112 Manatee Avenue West, Bradenton, Florida 34205" shall be replaced with "101 Old Main Street, Bradenton, Florida 34205".

3. Article 5 (F), of the Agreement shall be deleted in its entirety and replaced with the following:

   All invoices issued under the Agreement shall be paid in accordance with Florida's Prompt Payment Act.

4. Article 11 of the Agreement shall be deleted in its entirety and replaced with the following:

   E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party

to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Contractor has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

5. Article 15 of the Agreement shall be deleted in its entirety and replaced with the following:

Public Records. Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

A. Contractor shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Agreement if Contractor does not transfer the records to the City;

D. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

6. Article 16 (A) of the Agreement shall be deleted in its entirety and replaced with the following

   Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

7. Article 25, Notices, shall be modified to reflect the following:

   Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com

To Contractor: B&E Signal & Lighting
Attn: Nisa Masila, President
8450 North Tamiami Trail
Sarasota, FL 34243
Email: nisa@beutility.com

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Nisa Masila — 08/01/2025

Nisa Masila, President — Date

B & E Signal and Lighting, Inc.

Gene Brown, Mayor — Date

City of Bradenton

Erin Jones — 8/4/2025

Erin Jones, NIGP-CPP, CPPO, CPPB — Date

Purchasing Manager, City of Bradenton

AMENDMENT NO. 3 TO AGREEMENT NO. 21-R076431BB
FOR TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEM MAINTENANCE

This Amendment No. 3 to Agreement No. 21-R076431BB (hereinafter referred to as "Amendment") is made as of this 8th day of June, 2025 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter referred to as "County") and B&E Signal and Lighting, Inc., a Florida Corporation, whose address is 6447 33rd Street East, Sarasota, Florida 34243, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on June 8, 2021, the Parties hereto entered into Agreement 21-R076431BB for traffic signal and intelligent transportation system maintenance (hereinafter referred to as "Agreement"); and

WHEREAS, on August 1, 2023, the Parties hereto entered into Amendment No. 1 to replace Exhibit B, Fee Rate Schedule in its entirety; and

WHEREAS, on June 8, 2024, the Parties hereto entered into Amendment No. 2 to extend the Agreement beginning June 8, 2024 and ending June 7, 2025; and

WHEREAS, the County has determined the need to extend the Agreement and incorporate Exhibit B.01, Fee Rate Schedule; and

WHEREAS, Contractor agrees to continue to provide traffic signal and intelligent transportation system maintenance services to the County in accordance with the terms and conditions of the Agreement.

***NOW, THEREFORE*,** in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. **Recitals**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   The Agreement is hereby extended beginning June 8, 2025 and ending June 7, 2026.

3. **Exhibit B, Fee Rate Schedule**
   Exhibit B, Fee Rate Schedule is hereby replaced with Exhibit B.01, Fee Rate Schedule effective June 8, 2025.

4. **Agreement**
   The Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 represent the entire understanding between the Parties.

5. **Terms and Conditions**

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

B&E SIGNAL & LIGHTING, INC.

By: Nisa Masila

Printed Name: Nisa Masila

Title: President

Date: 07/16/2025

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: Jacob Erickson, MBA, CPPO, NIGP-CPP Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP Date: 2025.07.16 14:23:08 -04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

EXHIBIT B.01 - FEE RATE SCHEDULE
TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE

DRAFT FEE RATE SCHEDULE FOR 2025 CONTRACT RENEWAL - HIGHLIGHTED ROW INDICATES NEW PAY ITEM

All work shall be administered in accordance with the latest edition of the Manatee County Traffic Design Standards, FDOT Design Standards, Manual on Uniform Traffic Control Devices (MUTCD), FDOT Minimum Specifications for Traffic. All material (unless otherwise indicated or approved) shall be listed on the FDOT Approved Products List (APL) and Qualified Products List (QPL). Refer to the Manatee County Traffic Design Standards for additional details regarding materials, installation and repair requirements.

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
CONDUIT										
1	F/I	FURNISH/INSTALL	CONDUIT BY TRENCHING	630-2-11	17721	2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$8.00	500	$4,000.00
2	I/O	INSTALL	CONDUIT BY TRENCHING	630-2-91		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$4.00	500	$2,000.00
3	F/I	FURNISH/INSTALL	CONDUIT BY TRENCHING	630-2-11		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF TRENCH.	LF	$10.00	500	$5,000.00
4	F/I	FURNISH/INSTALL	CONDUIT BY HAND DIGGING	630-2-11		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$9.00	500	$4,500.00
5	I/O	INSTALL	CONDUIT BY HAND DIGGING	630-2-91		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$5.00	500	$2,500.00
6	F/I	FURNISH/INSTALL	CONDUIT BY HAND DIGGING	630-2-11		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF TRENCH.	LF	$15.00	500	$7,500.00
7	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING - FOR FIBER OPTIC CABLE	630-2-12	18202 AND 18204	1 1/4" HDPE CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$18.00	1,000	$18,000.00
8	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING	630-2-12	17721	2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$22.00	1,000	$22,000.00
9	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING	630-2-12		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF BORE.	LF	$34.00	1,000	$34,000.00
10	F/I	FURNISH/INSTALL	CONDUIT – JACK AND BORE	630-2-13		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$13.00	100	$1,300.00
11	F/I	FURNISH/INSTALL	CONDUIT – ABOVEGROUND OR STRUCTURE MOUNTED	630-2-14		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$7.00	100	$700.00
12	F/I	FURNISH/INSTALL	CONDUIT - ABOVEGROUND	630-2-14		1-2" RIGID CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT- REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$12.00	100	$1,200.00
13	F/I	FURNISH/INSTALL	CONDUIT - BRIDGE MOUNT	630-2-15		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$16.00	100	$1,600.00
SIGNAL CABLE										
14	F/I	FURNISH/INSTALL	SIGNAL CABLE - INSTALL NEW OR REPLACE EXISTING	632-7-1	NEC & NESC MANATEE COUNTY DESIGN GUIDE	FURNISH AND INSTALL TRAFFIC SIGNAL CABLING FROM CONTROLLER CABINET TO ALL TRAFFIC SIGNAL INDICATIONS, ILLUMINATED SIGNS, AND BLANK OUT SIGNS. SEPARATE PAY ITEMS SHALL APPLY TO DETECTION HOME RUNS. REMOVAL OF EXISTING CABLE SHALL BE CONSIDERED INCIDENTAL, ANY CABLE REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS.	PI	$15,750.00	3	$47,250.00
15	F/I	FURNISH/INSTALL	SIGNAL CABLE -REPAIR, REPLACE, OTHER	632-7-2		REPAIR OR REPLACE TRAFFIC SIGNAL CABLING. INCLUDES 'BELDEN' 50-2 TYPE INDUCTIVE LOOP ASSEMBLY LEAD IN CABLE. REMOVAL OF EXISTING CABLE SHALL BE CONSIDERED INCIDENTAL, ANY CABLE REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS.	LF	$3.75	300	$1,125.00
SPAN WIRE ASSEMBLIES										
16	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - PERPENDICULAR	634-4-151		PERPENDICULAR - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$4,765.00	1	$4,765.00
17	I/O	INSTALL	SPAN WIRE ASSEMBLY - PERPENDICULAR	634-4-351		PERPENDICULAR - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$3,177.00	1	$3,177.00
18	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - DIAGONAL	634-4-152		DIAGONAL - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$3,975.00	1	$3,975.00
19	I/O	INSTALL	SPAN WIRE ASSEMBLY - DIAGONAL	634-4-352		DIAGONAL - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$2,650.00	1	$2,650.00
20	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - BOX	634-4-153		BOX SPAN - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$6,275.00	1	$6,275.00
21	I/O	INSTALL	SPAN WIRE ASSEMBLY - BOX	634-4-353		BOX SPAN - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$4,185.00	1	$4,185.00
22	M/E	REMOVE	SPAN WIRE ASSEMBLY - REMOVE	634-4-600		SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A635. INCLUDES ADJUSTMENT AND/OR REPLACEMENT OF HARDWARE AS NEEDED. ADJUSTING AND RE-SECURING SIGNAL CABLE END TO END.	PI	$2,175.00	1	$2,175.00
23	M/E	REPAIR	SPAN WIRE - RE-TENTION	634-4-700		SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A635. INCLUDES ADJUSTMENT AND/OR REPLACEMENT OF HARDWARE AS NEEDED. ADJUSTING AND RE-SECURING SIGNAL CABLE END TO END.	EA	$3,265.00	3	$9,795.00
PULL AND SPLICE BOX										
24	F/I	FURNISH/INSTALL	PULL BOX AND LID - QUAZITE - 17" X 30" (LARGE SIZE)	635-2-12		REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$1,275.00	5	$6,375.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
25	M/E	FURNISH/INSTALL	PULL BOX AND LID - QUAZITE - 13" X 24"	635-2-51	17721	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE PRICED SEPARATELY USING LABOR, EQUIPMENT AND MATERIAL PAY ITEMS. CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$850.00	10	$8,500.00
26	F/I	FURNISH/INSTALL	PULL BOX AND LID - QUAZITE - 30" X 60"	635-2-13		REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$1,875.00	2	$3,750.00
27	I/O	INSTALL	PULL BOX AND LID - QUAZITE - 17" X 30"	635-2-30		REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS. COUNTY PROVIDED MATERIALS.	EA	$475.00	5	$2,375.00
28	M/E	REMOVE/INSTALL	PULL BOX AND LID - RELOCATE	635-2-40		ADJUST OR RELOCATE. REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL. ANY DISTURBED CONCRETE OR DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH THE SURROUNDING AREAS.	EA	$625.00	5	$3,125.00
POWER SERVICE & CONDUCTORS										
29	F/I	FURNISH/INSTALL	ELECTRIC POWER SERVICE ASSEMBLY - OVERHEAD	639-1-112	17736 & FDOT BOE SECTION 620	FOR INSTALLATION OF A COMPLETE POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. POWER SERVICE SHALL BE INSTALLED PER FDOT AND MANATEE COUNTY DESIGN STANDARDS. POWER SERVICE SHALL INCLUDE VERTICAL CONDUIT AND WIRE ANY HORIZONTAL CONDUIT AND WIRE SHALL BE UNDER A SEPARATE LINE ITEM. ADDITIONAL INFO SECTION A639 MSTCSD.	EA	$3,965.00	2	$7,930.00
30	F/I	FURNISH/INSTALL	ELECTRIC POWER SERVICE ASSEMBLY - UNDERGROUND	639-1-122		FOR INSTALLATION OF A COMPLETE POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. POWER SHALL BE INSTALLED PER FDOT AND MANATEE COUNTY DESIGN STANDARDS. HORIZONTAL CONDUIT AND WIRE SHALL BE UNDER A SEPARATE LINE ITEM. ADDITIONAL INFO SECTION A639 MSTCSD.	EA	$1,875.00	2	$3,750.00
31	M/E	REMOVE	ELECTRIC POWER SERVICE ASSEMBLY - REMOVE	639-1-600		FOR REMOVAL OF POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. ADDITIONAL INFO SECTION A639 MSTCSD - FOR EMERGENCY REPAIR OR SPECIAL PROJECT REBUILDS. MAY BE USED FOR EMERGENCY REPAIRS OF DAMAGED SERVICE ASSEMBLIES.	EA	$825.00	2	$1,650.00
32	M/E	REMOVE/INSTALL	ELECTRICAL POWER SERVICE - UTILITY SERVICE RISER - RELOCATE	639-1-410	17504	FOR RELOCATION OF EXISTING ELECTRICAL POWER SERVICE CONDUIT RISER AND SERVICE CONDUCTORS. DISCONNECT AND REMOVE EXISTING SERVICE RISER ASSEMBLY FROM OLD UTILITY COMPANY POWER POLE AND REINSTALL ON NEW UTILITY COMPANY INSTALLED POLE. INCLUDES UNDERGROUND OR OVERHEAD CONDUIT AND CABLE ADJUSTMENT. MINOR HARDWARE - NUTS BOLTS BRACKETS TO BE SUPPLIED BY CONTRACTOR.	EA	$745.00	5	$3,725.00
33	F/I	FURNISH/INSTALL	ELECTRICAL POWER SERVICE - UTILITY SERVICE RISER - RELOCATE	639-1-420		FOR RELOCATION OF EXISTING ELECTRICAL POWER SERVICE CONDUIT RISER AND SERVICE CONDUCTORS. DISCONNECT AND REMOVE EXISTING SERVICE RISER ASSEMBLY FROM OLD UTILITY COMPANY POWER POLE AND REINSTALL ON NEW UTILITY COMPANY INSTALLED POLE. INCLUDES UNDERGROUND OR OVERHEAD CONDUIT AND CABLE ADJUSTMENT. MINOR HARDWARE - NUTS BOLTS BRACKETS TO BE SUPPLIED BY CONTRACTOR.	EA	$925.00	5	$4,625.00
34	M/E	MODIFY EXISTING	ELECTRICAL SERVICE WIRE - RELOCATE	639-2-4	NEC & NESC	RELOCATE EXISTING ELECTRICAL SERVICE CONDUCTORS. REMOVAL SHALL BE CONSIDERED INCIDENTAL, ANY UNUSED CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$1.65	500	$825.00
35	F/I	FURNISH/INSTALL	ELECTRICAL SERVICE WIRE - FURNISH AND INSTALL	639-2-1		NO. 8 - 10 AWG STRANDED COPPER - REMOVAL OF EXISTING CONDUCTOR SHALL BE CONSIDERED INCIDENTAL, ANY CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$2.65	5000	$13,250.00
36	F/I	FURNISH/INSTALL	ELECTRICAL SERVICE WIRE - FURNISH AND INSTALL	639-2-1		NO. 6 AWG STRANDED COPPER - REMOVAL OF EXISTING CONDUCTOR SHALL BE CONSIDERED INCIDENTAL, ANY CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$3.65	5000	$18,250.00
37	F/I	FURNISH/INSTALL	ELECTRICAL SERVICE WIRE - FURNISH AND INSTALL	639-2-1		NO. 2 - 4 AWG STRANDED COPPER - REMOVAL OF EXISTING CONDUCTOR SHALL BE CONSIDERED INCIDENTAL, ANY CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$4.25	5000	$21,250.00
EMERGENCY PORTABLE GENERATOR HOUSING										
38	I/O	INSTALL	EMERGENCY GENERATOR - HOUSING ONLY	639-4-6	MANATEE COUNTY DESIGN GUIDE	EQUIPMENT PROVIDED BY COUNTY. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED.	EA	$2,675.00	2	$5,350.00
PRESTRESSED CONCRETE POLE										
39	F/I	FURNISH/INSTALL	PRESTRESSED CONCRETE POLE	641-2-12	17764	(TYPE P-II SERVICE POLE) MAY BE USED FOR TRAFFIC MONITORING ASSEMBLIES.	EA	$1,475.00	1	$1,475.00
40	M/E	REMOVE	PRESTRESSED CONCRETE POLE	641-2-70		SHALLOW REMOVAL- POLES 30' AND GREATER.	EA	$7,675.00	1	$7,675.00
41	M/E	REMOVE	PRESTRESSED CONCRETE POLE	641-2-80		COMPLETE/DEEP REMOVAL- POLES 30' AND GREATER.	EA	$13,675.00	1	$13,675.00
42	I/O	INSTALL	PRESTRESSED CONCRETE POLE	641-2-30		(VARIOUS SIZES) INSTALL ONLY.	EA	$25,527.00	1	$25,527.00
STRAIN POLE - WOOD										
43	F/I	FURNISH/INSTALL	STRAIN POLE - WOOD POLE NOMINAL SIZE 40'	643-140		DIRECT BURY METHOD - GUYING CONSIDERED INCIDENTAL.	EA	$2,287.00	2	$4,574.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
44	F/I	FURNISH/INSTALL	STRAIN POLE - WOOD POLE NOMINAL SIZE 50'	643-150	17727	DIRECT BURY METHOD - GUYING CONSIDERED INCIDENTAL.	EA	$2,416.00	2	$4,832.00
45	M/E	REMOVE	STRAIN POLE WOOD - REMOVE	643-600		REMOVAL OF WOOD STRAIN POLE.	EA	$925.00	2	$1,850.00
ALUMINUM SIGNAL POLE										
46	F/I	FURNISH/INSTALL	ALUMINUM SIGNAL POLE - PEDESTAL	646-1-11	17764/17784	ALUMINUM SIGNAL POLE - PEDESTAL - FURNISH AND INSTALL POLE TO INCLUDE TRANSFORMER BASE AND HARDWARE, CONCRETE FOUNDATION, CONDUIT, GROUND ROD, AND LOCKING COLLAR. FOR REPLACEMENT OF A COMPLETE PEDESTRIAN SIGNAL ASSEMBLY.	AS	$1,975.00	10	$19,750.00
47	F/I	FURNISH/INSTALL	ALUMINUM SIGNAL POLE - PEDESTRIAN DETECTOR POST	646-1-12		ALUMINUM SIGNAL POLE - PEDESTRIAN DETECTOR POST- FURNISH AND INSTALL POST TO INCLUDE CONCRETE FOUNDATION, CONDUIT, GROUND ROD.	AS	$945.00	10	$9,450.00
48	I/O	INSTALL	ALUMINUM SIGNAL POLE	646-1-30		ALUMINUM SIGNAL POLE - INSTALL POST TO INCLUDE CONCRETE FOUNDATION, CONDUIT, GROUND ROD.	AS	$675.00	10	$6,750.00
STEEL MAST ARM ASSEMBLY										
49	M/E	REMOVE	STEEL MAST ARM ASSEMBLY - REMOVE	649-26-100	17743	FOR STEEL STRAIN POLES AND MAST ARM ASSEMBLIES UP TO CLASS VIII +/- 50'. REMOVE AND TRANSPORT WITHIN COUNTY. CONTRACTOR TO PROVIDE APPROPRIATELY SIZED CRANE AND TRUCK. RETURN ALL EQUIPMENT REMOVED TO MANATEE COUNTY TRAFFIC OPERATIONS. MAY BE USED TO SUPPORT RAPID RESPONSE FOR EMERGENCY REMOVALS DUE TO INCIDENTS, ACCIDENTS, ETC.	EA	$6,750.00	1	$6,750.00
50	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - GROUT PAD	649-28-000	17745	REMOVE/ REPLACE EXISTING GROUT PAD. PER MAST ARM STRUCTURE.	EA	$475.00	10	$4,750.00
51	F/I	FURNISH/INSTALL	MAST ARM REPAIR - MAINTENANCE - WIRE MESH SCREEN	649-28-000	17745 AND Section 649-6	INSTALL/ REPLACE CRITTER SCREEN AT OPENINGS ON MOMENT CONNECTION PLATE.	EA	$225.00	10	$2,250.00
52	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - SPOT PAINT <100 SQ INCHES	649-28-000	17745	REMOVE AND TREAT RUST SPOTS, SPOT PAINT. PER TREATMENT AREA.	EA	$985.00	10	$9,850.00
53	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - SPOT PAINT >100 SQ INCHES	649-28-000		REMOVE AND TREAT RUST SPOTS, SPOT PAINT. PER TREATMENT AREA. NOT TO EXCEED 300 SQ. INCHES PER TREATMENT AREA.	EA	$2,955.00	10	$29,550.00
54	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - NUTS, HAND HOLE COVERS, TOE COVERS	649-28-000		TIGHTEN MAST ARM MOMENT CONNECTION NUTS, REPLACE MISSING NUTS, SECURE, INSTALL OR REPLACE MISSING HAND HOLE AND TOE COVERS. PER MAST ARM STRUCTURE. PER ASSEMBLY.	EA	$1,125.00	20	$22,500.00
VEHICULAR TRAFFIC SIGNAL										
55	M/E	RELOCATE	VEHICULAR TRAFFIC SIGNAL - RELOCATE - 1, 3, 4 OR 5-SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-70	N/A	RELOCATE SIGNAL HEAD. ADJUSTMENT OF HARDWARE SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD & MUTCD 4D.15.	EA	$895.00	2	$1,790.00
56	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 1 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-11	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$775.00	4	$3,100.00
57	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 3 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-14	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$1,595.00	80	$127,600.00
58	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 4 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-16	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$1,875.00	4	$7,500.00
59	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 5 SECTION CLUSTER W/REFLECTIVE BORDER BACKPLATE	650-1-19	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$2,216.00	20	$44,320.00
60	I/O	INSTALL	VEHICLE SIGNAL HEAD	650-1-50	N/A	FOR INSTALLATION OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$315.00	20	$6,300.00
VEHICULAR SIGNAL AUXILIARIES										
61	F/I	FURNISH/INSTALL	VEHICULAR SIGNAL AUXILIARIES - 12" LED MODULE – RE-LAMP	650-2-106	N/A	FOR RE-LAMPING INTERSECTIONS. REMOVAL OF EXISTING MODULE CONSIDERED INCIDENTAL.	EA	$475.00	200	$95,000.00
62	F/I	FURNISH/INSTALL	VEHICULAR SIGNAL AUXILIARIES - BACKPLATE W/ REFLECTIVE BORDER	650-1-19	N/A	FOR REPLACEMENT OF EXISTING OR MISSING BACKPLATES. REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	EA	$385.00	25	$9,625.00
PEDESTRIAN SIGNAL										
63	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL – RE-LAMP	653-1-11	N/A	FOR REPLACEMENT OF PEDESTRIAN LED COUNTDOWN MODULE ONLY. REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653.	EA	$545.00	80	$43,600.00
64	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL - (1 WAY)	653-1-11	17764	FOR INSTALLATION OF PEDESTRIAN SIGNAL TO INCLUDE, COUNTDOWN LED INSERT, HOUSING, AND MOUNTING HARDWARE- REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	AS	$809.00	40	$32,360.00
65	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL - (2 WAY)	653-1-12	17764	FOR INSTALLATION OF PEDESTRIAN SIGNAL TO INCLUDE, COUNTDOWN LED INSERT, HOUSING, AND MOUNTING HARDWARE - REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	AS	$1,275.00	20	$25,500.00
66	I/O	INSTALL	PEDESTRIAN SIGNAL	653-1-30	17764	FOR INSTALLATION OF PEDESTRIAN SIGNAL TO INCLUDE, COUNTDOWN LED INSERT, HOUSING, AND MOUNTING HARDWARE - REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	AS	$315.00	20	$6,300.00
RECTANGULAR RAPID FLASHING BEACON										
67	F/I	FURNISH/INSTALL	RECTANGULAR RAPID FLASHING BEACON	654-2-21	TEM	FOR INSTALLATION OF COMPLETE ASSEMBLY - 1 WAY.	AS	$9,455.00	2	$18,910.00
68	F/I	FURNISH/INSTALL	RECTANGULAR RAPID FLASHING BEACON	654-2-22	TEM	FOR INSTALLATION OF COMPLETE ASSEMBLY - 2 WAY.	AS	$10,755.00	2	$21,510.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
69	I/O	INSTALL	RECTANGULAR RAPID FLASHING BEACON	654-2-30	TEM	FOR INSTALLATION OF COMPLETE ASSEMBLY	AS	$2,145.00	2	$4,290.00
MAST ARM, SPAN WIRE, AND POLE MOUNTING ASSEMBLIES										
70	M/E	REPAIR	MAST ARM, SPAN WIRE, POLE MOUNTING ASSEMBLY REPAIR/ REPLACE	659-1-11	N/A	INCLUDES REPLACEMENT OF DAMAGED TRAFFIC SIGNAL AND SIGN MOUNTING HARDWARE AND ADJUSTABLE HANGER ASSEMBLIES.	AS	$425.00	1	$425.00
71	M/E	REPAIR	MAST ARM, SPAN WIRE, POLE MOUNTING ASSEMBLY REPAIR/ REPLACE	659-1-12	N/A	INCLUDES REPLACEMENT OF DAMAGED TRAFFIC SIGNAL AND SIGN MOUNTING HARDWARE AND ADJUSTABLE HANGER ASSEMBLIES.	AS	$1,765.00	2	$3,530.00
LOOP ASSEMBLY										
72	F/I	INSTALL/REPAIR	LOOP TYPE B 6'X 6'	660-2-102	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$745.00	10	$7,450.00
73	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 20'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$975.00	10	$9,750.00
74	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 30'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,065.00	10	$10,650.00
75	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 40'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,215.00	10	$12,150.00
76	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 20'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,190.00	10	$11,900.00
77	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 30'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,465.00	10	$14,650.00
78	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 40'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,740.00	10	$17,400.00
79	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 50'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$2,015.00	5	$10,075.00
VEHICLE DETECTION SYSTEM - MICROWAVE										
80	I/O	INSTALL	VEHICLE DETECTION SYSTEM - MICROWAVE	660-3-30	REFER TO MANATEE COUNTY DESIGN GUIDE	FOR COMPLETE SYSTEM INSTALLATION. ALL MAJOR MATERIALS PROVIDED BY COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR. REMOVAL OF EXISTING NON-INTRUSIVE DETECTION EQUIPMENT SHALL BE CONSIDERED INCIDENTAL RETURN ALL REMOVED DEVICES TO THE COUNTY.	PI	$8,896.00	2	$17,792.00
81	F/I	FURNISH/INSTALL	VEHICLE DETECTION SYSTEM - MICROWAVE - ABOVE GROUND EQUIPMENT	660-3-12		FOR INSTALLATION OR REPLACEMENT OF ABOVE GROUND SYSTEM SENSORS. VERIFY SPECIFICATIONS WITH COUNTY PRIOR TO ORDERING MATERIAL	EA	$52,445.00	5	$262,225.00
82	I/O	INSTALL	VEHICLE DETECTION SYSTEM - MICROWAVE - ABOVE GROUND EQUIPMENT	660-3-32		FOR INSTALLATION OR REPLACEMENT OF ABOVE GROUND SYSTEM SENSORS. REMOVAL OF EXISTING NON-INTRUSIVE DETECTION EQUIPMENT SHALL BE CONSIDERED INCIDENTAL.RETURN ALL REMOVED DEVICES TO THE COUNTY.	EA	$8,896.00	5	$44,480.00
VEHICLE DETECTION SYSTEM - VIDEO										
83	F/O	REPAIR	VIDEO DETECTION SYSTEM - MAINTENANCE - PER INTERSECTION	660-4-80	REFER TO MANATEE COUNTY DESIGN GUIDE	CLEAN ALL LENSES, AND TIGHTEN CABLING AND CONNECTIONS, TERMINAL BOX, HOUSING AND MOUNTING BRACKETS. STRAIGHTEN CAMERA AND MOUNTING ASSEMBLY, AND READJUST DETECTION ZONES.	PI	$2,350.00	20	$47,000.00
84	I/O	INSTALL	VIDEO DETECTION SYSTEM (INSTALL) - CABINET EQUIPMENT (PER LOCATION)	660-4-31		FOR COMPLETE SYSTEM INSTALLATION. ALL MAJOR MATERIALS PROVIDED BY COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	EA	$2,310.00	2	$4,620.00
85	I/O	INSTALL	VIDEO CAMERA (INSTALL) - ABOVE GROUND EQUIPMENT (PER CAMERA)	660-4-32		USE FOR SINGLE OR MULTIPLE CAMERA INSTALLATIONS. COST PER SINGLE CAMERA INSTALLATION. ALL EQUIPMENT TO BE SUPPLIED BY MANATEE COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	EA	$588.00	2	$1,176.00
VEHICLE DETECTION SYSTEM - WIRELESS										
86	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - CABINET EQUIPMENT - (PER INTERSECTION)	660-5-31	REFER TO MANATEE COUNTY DESIGN GUIDE	ALL EQUIPMENT TO BE SUPPLIED BY MANATEE COUNTY, TO INCLUDE SENSORS, CABLE AND CONNECTORS, MOUNTING HARDWARE AND CONTROL EQUIPMENT. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	PI	$1,275.00	2	$2,550.00
87	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - ABOVE GROUND EQUIPMENT (PER SENSOR)	660-5-32		FOR NEW INSTALLATION OR REPLACEMENT OF EXISTING SENSORS OR EQUIPMENT. COST PER SENSOR INSTALLATION. REMOVAL OF EXISTING DEVICE CONSIDERED INCIDENTAL. MANATEE COUNTY WILL PROVIDE ALL MAJOR MATERIALS, EQUIPMENT AND SENSORS. CONTRACTOR TO PROVIDE ANY INCIDENTAL ITEMS SUCH AS MISCELLANEOUS CONNECTORS OR HARDWARE TO COMPLETE THE INSTALLATION.	EA	$588.00	10	$5,880.00
88	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - IN ROAD ELECTRONICS (PER SENSOR)	660-5-33		INSTALL PER MANUFACTURER SPECIFICATIONS. UPON REMOVING OR INSTALLING SENSOR THE ROAD SURFACE/PAVEMENT IS TO BE RESTORED TO ORIGINAL GRADE - SENSORS PROVIDED BY COUNTY.	EA	$375.00	10	$3,750.00
PEDESTRIAN DETECTOR										

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
89	I/O	INSTALL	PEDESTRIAN DETECTOR	665-1-30	REFER TO MANATEE COUNTY DESIGN GUIDE	INSTALL PEDESTRIAN DETECTOR . REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL DETECTORS.	EA	$125.00	20	$2,500.00
90	I/O	INSTALL/REPLACE	PEDESTRIAN DETECTOR - STANDARD PUSHBUTTON	665-1-90		DIAGNOSE AND REPAIR PEDESTRIAN DETECTOR PUSHBUTTON. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL PUSH BUTTONS.	EA	$125.00	20	$2,500.00
91	I/O	INSTALL/REPLACE	PEDESTRIAN DETECTOR - ACCESSIBLE (AUDIBLE) PUSHBUTTON	665-1-90		DIAGNOSE AND REPAIR AUDIBLE PEDESTRIAN DETECTOR PUSHBUTTON. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL PUSH BUTTONS. RETURN DAMAGED AUDIBLE PUSHBUTTONS TO THE COUNTY FOR REPAIR.	EA	$145.00	5	$725.00
TRAFFIC CONTROLLER ASSEMBLY										
92	I/O	INSTALL	TRAFFIC CONTROLLER ASSEMBLY - CONTROLLER WITH CABINET	670-5-300	17841	EQUIPMENT PROVIDED BY COUNTY. REMOVAL OF EXISTING CONTROLLER CABINET AND EQUIPMENT SHALL BE CONSIDERED INCIDENTAL. REMOVAL AND RE-INSTALLATION OF UPS AND UPS CABINET CONSIDERED AS AN ADDITIONAL ITEM. DOES NOT INCLUDE FOUNDATION.	AS	$6,125.00	2	$12,250.00
93	M/E	RELOCATE	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION	670-5-500	17841	INCLUDES RELOCATING OR REBUILDING EXISTING CONTROLLER CABINET FOUNDATION. INCLUDES REMOVAL AND DISPOSAL OF OLD BASE MATERIAL, REWORK EXISTING CONDUIT, INSTALL NEW CONCRETE FOUNDATION, AND RESTORE WORKSITE TO THE PRE-WORK CONDITION.	EA	$12,750.00	2	$25,500.00
94	M/E	REMOVE	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION - REMOVE	670-5-600	17841	INCLUDES REMOVAL ONLY OF EXISTING CONTROLLER CABINET AND FOUNDATION. INCLUDES DISPOSAL OF OLD BASE MATERIAL, AND RESTORE WORKSITE TO THE PRE-WORK CONDITION.	EA	$3,385.00	2	$6,770.00
95	I/O	INSTALL	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION - INSTALL	670-5-100	17841	FURNISH AND INSTALL CONTROLLER CABINET CONCRETE FOUNDATION. INCLUDES, TECH LANDING PAD AND CONDUIT. COUNT AND SPACING OF CONDUIT MAY VARY PER INSTALLATION. MAY BE USED FOR CONTROLLER CABINET OR EMERGENCY GENERATOR CABINET.	EA	$10,150.00	2	$20,300.00
ITS CABINET										
96	I/O	INSTALL	ITS CABINET - CCTV	676-2-300	18108	INSTALL ITS CABINET FOR CCTV. COUNTY TO PROVIDE CABINET. CONTRACTOR SHALL PROVIDE ALL HARDWARE AND MATERIALS TO MOUNT THE CABINET, CONNECT POWER AND COMMUNICATION.	EA	$2,515.00	2	$5,030.00
SYSTEM CONTROL EQUIPMENT										
97	I/O	INSTALL	ADAPTIVE SIGNAL CONTROL SYSTEM - INSTALL	680-1-300	N/A	FOR INSTALLATION ONLY OF ADAPTIVE SIGNAL CONTROL SYSTEM. COUNTY TO PROVIDE ALL MATERIALS.	PI	$425.00	1	$425.00
CCTV CAMERA										
98	I/O	INSTALL	CCTV CAMERA	682-1-33	REFER TO MANATEE COUNTY DESIGN GUIDE	FOR INSTALLATION OF CAMERA. REMOVAL OF EXISTING CAMERA CONSIDERED INCIDENTAL. RETURN ALL REMOVED DEVICES TO THE COUNTY.	EA	$1,945.00	2	$3,890.00
FIBER OPTIC CABLE										
99	I/O	INSTALL	FIBER OPTIC CABLE - INSTALL ONLY - BRIDGE MOUNT	633-1-310	18202-18204	INSTALL FIBER OPTIC CABLE, BRIDGE MOUNT, VARIOUS SIZES. ALL MATERIALS PROVIDED BY MANATEE COUNTY.	LF	$1.35	1,000	$1,350.00
100	I/O	INSTALL	FIBER OPTIC CABLE - INSTALL ONLY - UNDERGROUND	633-1-320	18202-18204	INSTALL FIBER OPTIC CABLE, UNDERGROUND, VARIOUS SIZES. ALL PROVIDED BY MANATEE COUNTY.	LF	$1.25	5,000	$6,250.00
FIBER OPTIC CONNECTION										
101	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION - SPLICE	633-2-31	REFER TO MANATEE COUNTY DESIGN GUIDE	INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$65.00	288	$18,720.00
102	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION - TERMINATION	633-2-31		INSTALL FIBER OPTIC CABLE SPLICE, PER TERMINATION, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$65.00	16	$1,040.00
FIBER OPTIC CONNECTION - HARDWARE										
103	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - SPLICE ENCLOSURE	633-3-11	REFER TO MANATEE COUNTY DESIGN GUIDE	INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$1,395.00	1	$1,395.00
104	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - SPLICE TRAY	633-3-12		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE , ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$75.00	1	$75.00
105	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE – PRE-TERMINATED CONNECTOR ASSEMBLY	633-3-13		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$375.00	1	$375.00
106	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - BUFFER TUBE FAN OUT KIT	633-3-14		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$475.00	1	$475.00
107	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - PATCH PANEL – PRE-TERMINATED	633-3-15		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$2,010.00	1	$2,010.00
108	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - PATCH PANEL - FIELD TERMINATED	633-3-16		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$1,265.00	1	$1,265.00
109	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - CONNECTOR PANEL	633-3-17		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$1,265.00	1	$1,265.00
UNINTERRUPTABLE POWER SUPPLY										
110	F/I	FURNISH/INSTALL	UNINTERRUPTABLE POWER SUPPLY	685-1-13	REFER TO MANATEE COUNTY DESIGN GUIDE	FURNISH AND INSTALL A COMPLETE UPS ASSEMBLY TO INCLUDE, UPS, CABINET AND BATTERIES. ALL MATERIALS SHALL BE APPROVED BY THE COUNTY BEFORE PURCHASE AND INSTALLATION.	EA	$7,710.00	2	$15,420.00
111	I/O	INSTALL/REPAIR	UNINTERRUPTABLE POWER SUPPLY - BATTERY	685-1-301		INSTALL/ REPLACE BATTERY. MAJOR MATERIAL PROVIDED BY THE COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR. PAY ITEM INCLUDES REMOVAL AND DISPOSAL OF EXISTING BATTERY THROUGH COUNTY BATTERY SUPPLIER.	EA	$1,625.00	20	$32,500.00
SINGLE POST SIGN										
112	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	700-1-11		THESE ITEMS INCLUDE ALL SIGN PANEL(S), POST(S) AND FOUNDATION FOR	AS	$675.00	1	$675.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
113	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	700-1-12	FDOT BOE	THESE ITEMS INCLUDE ALL SIGN PANEL(S), POST(S) AND FOUNDATION FOR A COMPLETE ASSEMBLY. ENSURE THAT SIGN ASSEMBLIES MEET THE WIND LOAD AREA REQUIREMENTS OF THE DESIGN STANDARDS. FOR DETERMINING THE SHEETING AREA FOR PAYMENT, ADD THE AREA OF ALL SIGN MESSAGES ON THE ASSEMBLY (FRONT AND BACK MESSAGES).	AS	$1,610.00	1	$1,610.00
114	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	700-1-13			AS	$3,835.00	1	$3,835.00
115	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 31+ SF	700-1-14			AS	$5,558.00	1	$5,558.00
116	I/O	INSTALL	SINGLE POST SIGN, INSTALL GROUND MOUNT	700-1-40		FOR INSTALLATION OF SINGLE POST SIGN INCLUDING FOUNDATION.	AS	$1,855.00	1	$1,855.00
117	M/E	REPAIR	SINGLE POST SIGN, F&I GROUND MOUNT - REPAIR	700-1-80		FOR REPAIR OF GROUND MOUNT TRAFFIC SIGNS, INCLUDES POLE (U-CHANNEL AND BASE) REPLACEMENT AS NEEDED.	AS	$438.00	1	$438.00
INTERNALLY ILLUMINATED SIGN										
118	I/O	INSTALL	INTERNALLY-ILLUMINATED SIGN - INSTALL ONLY	700-5-40	17748	FOR INSTALLATION OF INTERNALLY ILLUMINATED SIGN. INSTALLATION OF POWER CABLE CONSIDERED INCIDENTAL. COUNTY TO PROVIDE ALL SIGNS. CONTRACTOR SHALL PROVIDE ALL MOUNTING HARDWARE, CABLING AND MISCELLANEOUS CONNECTORS HARDWARE TO COMPLETE THE INSTALLATION. ADDITIONAL INFO SECTION A699.	EA	$1,022.00	1	$1,022.00
119	M/E	REMOVE	INTERNALLY-ILLUMINATED SIGN - REMOVAL	700-5-60	17748	REMOVAL OF SIGN ASSEMBLY. MAY BE USED FOR UPGRADES OR REPLACEMENTS.	EA	$750.00	1	$750.00
120	M/E	MODIFY	INTERNALLY-ILLUMINATED SIGN - LED RETROFIT	M700-5-70	REFER TO MANATEE COUNTY DESIGN GUIDE	REMOVAL OF FLUORESCENT LAMP AND BALLAST AND REPLACE WITH FDOT APPROVED LED RETROFIT KIT. CONTRACTOR TO DISPOSE OF LAMPS, BALLASTS, OR UNUSABLE MATERIALS PROPERLY. CONTRACTOR TO PROVIDE MATERIALS.	EA	$2,165.00	1	$2,165.00
121	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REPAIR - LED	M700-5-70		DIAGNOSE AND REPAIR LED SIGN. REPLACE LED DRIVER. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,375.00	20	$27,500.00
122	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REPAIR - FLUORESCENT	M700-5-70		DIAGNOSE AND REPAIR FLUORESCENT SIGN. REPLACE LAMP AND BALLAST. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,275.00	5	$6,375.00
123	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REFACE	M700-5-70		REPLACE EXISTING SIGN FACE. REPLACEMENT SHALL BE EXACT FIT, USE EXISTING DESIGN, AND FDOT AND MUTCD COMPLIANT MATERIALS. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,475.00	20	$29,500.00
124	M/E	REMOVE/INSTALL	INTERNALLY-ILLUMINATED SIGN - RELOCATE SIGN	700-5-50		INCLUDES RELOCATING AND RECONNECTING ALL WIRING AND HARDWARE. CONTRACTOR TO PROVIDE ANY ADDITIONAL MATERIALS NECESSARY TO COMPLETE THE INSTALLATION. SPLICES IN CONDUCTORS MAY BE PERMITTED ONLY AT HAND HOLE ACCESS POINTS. ALL CABLING SHALL BE PROPERLY DRESSED AND TAGGED.	EA	$975.00	1	$975.00
SIGN BEACON										
125	I/O	INSTALL	SIGN BEACON - INSTALL ONLY	700-12-41	11862	COUNTY TO PROVIDE MATERIALS. CONTRACTOR TO REMOVE AND DISPOSE OF DEBRIS, RESTORE LANDSCAPE TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$1,375.00	1	$1,375.00
HIGHWAY LIGHTING										
126	I/O	INSTALL	STREET LIGHT LUMINAIRE - REPAIR	715-21-1		LIGHTING REPAIR - INCLUDES COMPONENT LEVEL REPLACEMENT OF LED LUMINAIRE TO RESTORE FIXTURE OPERATION - COUNTY TO PROVIDE MATERIAL	EA	$530.00	250	$132,500.00
127	I/O	INSTALL	STREET LIGHT LUMINAIRE - REPLACE	715-11-211		REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ ARM - INCLUDES POLE TOP LUMINAIRE TYPE	EA	$265.00	200	$53,000.00
128	I/O	INSTALL	STREET LIGHT ASSEMBLY - UNDER 20' - REPAIR/ RE-INSTALL	715-4-57	715-001	REPAIR AND RE-INSTALL KNOCKDOWN STREET LIGHT ASSEMBLY - COUNTY TO PROVIDE POLE, ARM, BASE, LUMINAIRE AS NEEDED. CONTRACTOR TO PROVIDE ALL OTHER MATERIALS.	EA	$1,448.00	15	$21,720.00
129	I/O	INSTALL	STREET LIGHT ASSEMBLY - OVER 20' - REPAIR/ RE-INSTALL	715-4-5B	715-001	REPAIR AND RE-INSTALL KNOCKDOWN STREET LIGHT ASSEMBLY - COUNTY TO PROVIDE POLE, ARM, BASE, LUMINAIRE AS NEEDED. CONTRACTOR TO PROVIDE ALL OTHER MATERIALS.	EA	$1,595.00	15	$23,925.00
130	F/I	FURNISH/INSTALL	STREET LIGHT ASSEMBLY - UNDER 20'	715-4-17		FURNISH & INSTALL COMPLETE STREET LIGHTING ASSEMBLY TO INCLUDE FOUNDATION, BASE, POLE, ARM, FIXTURE AND POLE CABLE DISTRIBUTION SYSTEM - PER FDOT STANDARD - UNDER 20'	EA	$6,760.00	5	$33,800.00
131	F/I	FURNISH/INSTALL	STREET LIGHT ASSEMBLY - OVER 20'	715-4-1B		FURNISH & INSTALL COMPLETE STREET LIGHTING ASSEMBLY TO INCLUDE FOUNDATION, BASE, POLE, ARM, FIXTURE AND POLE CABLE DISTRIBUTION SYSTEM - PER FDOT STANDARD - OVER 20'	EA	$7,965.00	5	$39,825.00
SERVICES										
132	F/O	FURNISH	LABOR	None	N/A	COST PER TECHNICIAN PER HOUR - FOREMAN / ELECTRICIAN	HR	$97.00	1	$97.00
133	F/O	FURNISH	LABOR	None	N/A	COST PER TECHNICIAN PER HOUR - TECHNICIAN/ LABORER	HR	$67.00	1	$67.00
134	F/O	FURNISH	MATERIAL	None	N/A	FOR ADDITIONAL MATERIALS. MARKUP NOT TO EXCEED 10%.	EA	$1.00	1	$1.00
135	F/O	FURNISH	MOBILIZATION	101- Maint	FDOT BOE	THIS ITEM IS PAID PER LOCATION FOR SHORT DURATION WORK LASTING LESS THAN 2 DAYS. THIS ITEM IS USED FOR MOBILIZATION AND MOT COSTS ASSOCIATED WITH TROUBLE CALLS AND EMERGENCY RESPONSE. NO ADDITIONAL MOT PAY ITEMS MAY BE USED WITH THIS ITEM.	EA	$995.00	1	$995.00
136	F/O	FURNISH	MAINTENANCE OF TRAFFIC (MOT)	102-1- MOT	FDOT BOE	FOR PROJECTS LASTING TWO (2) OR MORE DAYS AT THE SAME PROJECT LOCATION, PROVIDE MAINTENANCE OF TRAFFIC BILLED PER DAY. COSTS FOR TEMPORARY MOT LASTING LESS THAN TWO (2) DAYS TO BE INCLUDED IN MOBILIZATION COSTS (SEE 101-MAINT).	DAY	$895.00	1	$95.00
137	F/O	FURNISH	HEAVY EQUIPMENT	M-1-A	N/A	PROVIDE HOURLY USE OF SPECIALTY HEAVY EQUIPMENT. THIS PAY ITEM IS NOT TO BE USED IN COMBINATION WITH FURNISH AND INSTALL PAY ITEMS ABOVE.	HR	$95.00	1	$75.00
138	F/O	FURNISH	PROFESSIONAL/TECHNICAL SERVICES	M-2-A	N/A	PROVIDE HOURLY PROFESSIONAL AND TECHNICAL SERVICES. THIS PAY ITEM IS NOT TO BE USED IN COMBINATION WITH FURNISH AND INSTALL PAY ITEMS ABOVE.	HR	$75.00	1	$75.00



AGREEMENT NO. 21-R076431BB

TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE

between

MANATEE COUNTY
(COUNTY)

and

B & E SIGNAL AND LIGHTING, INC.
(CONTRACTOR)

AGREEMENT FOR TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE

THIS AGREEMENT is made and entered into as of this 8th day of June, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **B & E SIGNAL AND LIGHTING, INC.**, a Florida Corporation, (**"CONTRACTOR")**, with offices located at 6447 33rd Street East, Sarasota, FL 34243, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of traffic signal and intelligent transportation systems maintenance services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No. 21-R076431BB and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES
CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED
This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

Exhibit A, Scope of Services
Exhibit B, Fee Rate Schedule
Exhibit C, Affidavit of No Conflict
Exhibit D, Insurance Requirements and Contractor's Insurance Statement

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through June 7, 2024 unless terminated by COUNTY pursuant to Article 8, but not to exceed three (3) years.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2) one-year periods.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by

CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

    a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
    b. Failure to perform the Services within the time specified in this Agreement; or
    c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

    a. Stop the Services on the date and to the extent specified;
    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
    c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
    d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:
COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845
Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Billy Masila, CEO

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Traffic Operations Division
Attn: Traffic Operations Division Manager
2904 12th Street Court East
Bradenton, FL 34208
Phone: (941) 708-7509
Email: aaron.burkett@mymanatee.org

To CONTRACTOR: B & E Signal and Lighting, Inc.
Attn: Billy Masila, CEO
6447 33rd Street East
Sarasota, FL 34243
Phone: (941) 758-3594
Email: nisa@beutility.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES
COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE
Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES
In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY
Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS
This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY
It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION
The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME
For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE
Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

B & E SIGNAL AND LIGHTING, INC.

By: _____

Printed Name: Billy T. Masilca

Title: CEO

Date: 5.14.21

MANATEE COUNTY, a political subdivision of the State of Florida

_____

Jacob Erickson, MBA, CPPO, NIGP-CPP
Procurement Official

Date: June 8, 2021

EXHIBITS

EXHIBIT A, SCOPE OF SERVICES

A.1 SCOPE

CONTRACTOR shall furnish all necessary labor, tools, licensing, certifications, transportation, materials, cleaning solutions, equipment, incidentals, and vehicles and facilities for transportation of all materials necessary to repair, construct, and maintain the COUNTY'S traffic signals, highway lighting, and Intelligent Transportation Systems (ITS). This includes, but is not limited to, signalization electrical and electronic equipment, hardware, structural supports, power service assemblies, pull boxes, cabling, conduit, protective devices, control devices, lighting, battery backup units, detection devices, and ITS components.

A.2 CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

A. GENERAL REQUIREMENTS

CONTRACTOR shall:

1. Provide as-needed maintenance, installation, construction, and repair services for traffic signals, highway lighting, ITS, and other related devices ("Services").

2. Provide the Services during normal working hours. Normal working hours for the COUNTY'S Traffic Operations Division are 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding COUNTY holidays. If CONTRACTOR desires to work outside of the normal working hours, CONTRACTOR shall get prior approval from COUNTY. All requests shall be made forty-eight (48) hours prior to the planned work schedule.

3. Provide the Services as directed by COUNTY. Not all tasks to be performed are included in Exhibit B, Fee Rate Schedule. COUNTY reserves the right to add, delete, and revise Line Items listed in Exhibit B, Fee Rate Schedule.

4. Provide all Services in accordance with the current editions of the following published documents: Manatee County Traffic Design Standards; Florida Department of Transportation (FDOT) Design Standards; Manual on Uniform Traffic Control Devices (MUTCD); FDOT Minimum Specifications for Traffic Control Signals and Devices (MSTCSD); National Electric Code (NEC); and National Electrical Safety Code (NESC).

5. Provide all Services in compliance with the regulations and requirements of the Public Service Commission (PSC) and all other applicable laws, rules, and ordinances.

6. Provide products that are listed in the FDOT Approved Products List (APL) and Qualified Products List (QPL), unless otherwise indicated and approved by COUNTY.

7. Ensure that all equipment repairs conform to all applicable laws and safety requirements and are equipped with warning lights in accordance with 8-4.1 of the Standard Specifications.

8. Adhere to the requirements of 29 CFR, Part 1910, OSHA and the American National Standard Safety Code for Crawler, Locomotive, and Truck Cranes, ANSI A29.2 1969, B30.5 1968, and A92.2 1969 for items relating to lifting devices such as cranes.

9. Refer to the Manatee County Traffic Design Standards for additional details regarding material, installation, and repair requirements.

10. Provide all Services in accordance with the standards established in the FDOT Maintenance Rating Program.

11. Ensure that all lane closures are preapproved by COUNTY and are in accordance with FDOT Standard Specifications. CONTRACTOR shall not occupy any portion of the roadway during peak traffic periods as may be established by COUNTY. The only exception is an emergency.

12. Provide the replacement of infrastructure (e.g. light poles) damaged by traffic crashes or natural causes within seven (7) calendar days from the date the Release Order is issued. In cases where shop drawings are required, CONTRACTOR shall expedite the preparation of the drawings and the ordering of the material to avoid any delays in the infrastructure's replacement. CONTRACTOR shall take immediate action to protect the safety of the public by removing any elements that may cause a hazard. Services also include the removal and/or proper disposal of the damaged parts and debris; wiring/rewiring; and providing all hardware, splices, and related parts necessary to make a complete replacement installation.

13. Ensure that all non-emergency Services are started within fourteen (14) calendar days from the date the Release Order is issued, unless otherwise agreed to by COUNTY. CONTRACTOR shall start work on all non-emergency projects/tasks within fourteen (14) calendar days from the date the Release Order is issued, unless otherwise agreed to by COUNTY.

14. Ensure that all emergency Services are started within two (2) hours of work order authorization/notification from COUNTY, unless otherwise agreed to by COUNTY. CONTRACTOR shall be onsite and ready to perform the work, with all material and equipment needed to perform the work, within two (2) hours of work order authorization/notification from COUNTY.

15. Maintain all material and equipment storage sites outside the Right-of-Way (ROW) limits on any state or COUNTY maintained roadway. Materials may be temporarily stored on the ROW, except for medians, for a period not to exceed twenty-four (24) hours, with prior approval from COUNTY. Materials stored along the roadway shall be placed so as not to intrude into the clear recovery area, cause an unsafe condition, or to cause any inconvenience to the public. COUNTY will not be held liable for any damages, incidents, or accidents that may occur as a result of storing material within the ROW.

16. Keep all new parts unopened and in their original containers until the time of installation.

17. Expedite the submittal of shop drawings for COUNTY approval to avoid any delays in completion of the Services.

18. Ask questions and receive responses from COUNTY concerning interpretation, clarification, or additional information pertaining to projects/tasks before beginning any work. CONTRACTOR shall have a full understanding of all projects/tasks before beginning work.

19. Install and replace all parts as originally designed by the manufacturer or by an alternate method with prior approval from COUNTY.

20. Ensure that any substitutions for replacement of existing damaged equipment are both functionally and aesthetically compatible with the existing components and are preapproved, in writing, by COUNTY.

21. Immediately report to COUNTY any fatalities or serious injuries to its employees or members of the public.

22. Immediately report to COUNTY any damage of more than $500.00 to COUNTY property or property adjacent to the work-site resulting from an employee accident during the performance of the work.

23. Provide certification that confirms employees are trained in all appropriate safety practices contained within Section 29, Part 1910.333 of the Code of Federal Regulations (CFR) Occupational Safety and Health Administration (OSHA) relating to 'Lock-out, Tag-out' procedures prior to an employee being assigned to perform work under this Agreement and ensure employees apply these practices to the provision of the Services to COUNTY.

24. Ensure that all Maintenance of Traffic (MOT) certifications are current and provide proof of training upon request.

25. Ensure that all employees are trained in safe operation of the equipment necessary to do the work required under this Agreement. COUNTY shall have the authority to remove from the job site any of CONTRACTOR'S employees acting in a manner as to endanger the safety of CONTRACTOR'S employees, COUNTY'S employees, or that of the public.

26. Ensure the crew foreman and the foreman assistant are knowledgeable, experienced, and trained in the maintenance and repair of ITS.

27. Ensure and adhere to the following:

    a. Preserve from damage on all existing property within the project limits of, or in any way affected by the work, the removal or destruction of which is not specified by COUNTY. This applies, but is not limited to public and private property, public and private utilities, trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe and underground structures, ITS facilities, traffic control signals and devices, highway

lighting, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by CONTRACTOR).

b. COUNTY underground facility locations shown in the plans are approximate. Unless otherwise shown in the plans, COUNTY underground facilities will be located by COUNTY through notification to "Sunshine 811".
c. Whenever CONTRACTOR'S activities damage such existing property, immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to COUNTY.
d. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. Permanent repairs to ITS facilities and traffic control signals and devices shall be made within ninety (90) calendar days of any temporary repairs and prior to final acceptance of the project. Submit permanent ITS facility repair plans to COUNTY prior to beginning repair work.

B. EMERGENCY SERVICES REQUIREMENTS
CONTRACTOR shall:

1. Provide emergency Services for emergency events, storms, incidents, and accidents that require short and long term remediation and restoration efforts to repair various traffic control devices. Emergency Services may include long term traffic signal and sign repair, removal of downed poles or mast arms impeding or otherwise threatening the safe use of the public right of way, and the repair of the electrical system in a way that prevents electrical shock to any individuals who come in contact.

2. Ensure twenty-four (24) hours per day and seven (7) days per week availability for emergency Services; this includes all hours outside of normal working hours, holidays, and weekends.

3. Respond to COUNTY within fifteen (15) minutes of being contacted by COUNTY via phone or email.

4. Report to the emergency work site location or locations within two (2) hours of receiving work order authorization/notification from COUNTY. CONTRACTOR shall be onsite and ready to perform the work, with all material and equipment needed to perform the work, within two (2) hours of receiving work order authorization/notification from COUNTY.

5. Provide an Emergency Contact Technician to receive and respond to verbal and written work requests from COUNTY as follows:

    a. The Emergency Contact Technician shall be available twenty-four (24) hours per day and seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends.
    b. The Emergency Contact Technician shall be available to meet with COUNTY as-needed and shall respond to COUNTY within fifteen (15) minutes of being contacted via phone or email.

c. CONTRACTOR shall immediately notify COUNTY of any changes to the Emergency Contact Technician such as a new technician or replacement technician, phone number, email address, etc.
d. CONTRACTOR shall require that their Emergency Contact Technician be continuously available twenty-four (24) hours per day and seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends, for direction from COUNTY via cellular telephone, electronic paging device, email, or other methods approved in advance by COUNTY.

C. EMERGENCY, PRIORITY, AND ROUTINE FAILURES

CONTRACTOR shall provide Emergency, Priority, and Routine Services within the required response times as follows:

1. Emergency Failures are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render the Advanced Traffic Management System inoperable.

    a. Upon notification of an Emergency Failure from COUNTY, CONTRACTOR shall respond and complete repairs or eliminate the instant danger within four (4) hours of the reported incident. The notification from COUNTY may be verbally by telephone, email, facsimile, or text message.

2. Priority Failures are failures of individual components or systems that are adversely affecting the proper operation and full functionality of the signal, lighting system or ITS device.

    a. Upon notification of a Priority Failure from COUNTY, CONTRACTOR shall respond and complete repairs or restore proper operation within twenty-four (24) hours of the reported incident. The notification from COUNTY may be verbally by telephone, written letter, system report, email, facsimile, text message, or through the daily/weekly maintenance check.

3. Routine Failures are failures that, while requiring attention, are not adversely affecting the immediate operation of the signal, lighting system or ITS device.

    a. Upon notification of a Routine Failure from COUNTY, CONTRACTOR shall respond and complete repairs within seven (7) calendar days of the reported incident, or a longer timeframe as approved by COUNTY. The notification from COUNTY may be verbally by telephone, written letter, system report, email, facsimile, text message, or through the daily/weekly maintenance check**.**

D. TESTING AND INSPECTIONS

Upon completion, all work is subject to inspection by COUNTY prior to payment of invoice. No work shall be performed, nor materials used, without prior authorization by COUNTY. COUNTY shall have the authority to review and approve material submittals and perform verification tests.

COUNTY shall have the authority to reject materials or suspend work at any time until any questions at issue can be resolved through the hierarchy of authority. All issues will be resolved as expeditiously as possible.

E. MAINTENANCE OF TRAFFIC

The term Traffic Control Plan (TCP) includes Maintenance of Traffic (MOT) Plan and are intended to be synonymous for the Maintenance of Traffic.

CONTRACTOR shall provide, install, and maintain traffic devices according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site. CONTRACTOR shall maintain all traffic control devices required for the work. CONTRACTOR shall remove maintenance of traffic devices when no longer required at no additional cost to COUNTY.

When a lane and/or road closure is required, CONTRACTOR shall submit a completed TCP to include details of the lane closure to COUNTY for approval at least ten (10) calendar days before the date of the proposed closure. No closures shall be implemented without COUNTY approval. CONTRACTOR shall be responsible for notifying FDOT and obtaining any required right-of-way permits for lane closures or road closures.

F. EMERGENCIES AT WORK SITE

In the event of an emergency, CONTRACTOR shall immediately take appropriate action to notify emergency services as needed. CONTRACTOR shall inform COUNTY within twenty-four (24) hours of any incident or accident which occurs while in transit to and from work location or while performing work.

G. PROJECT SCHEDULES

COUNTY may assign an order of priority to projects. CONTRACTOR shall use the priorities given by COUNTY when developing a schedule.

H. MOBILIZATION

Mobilization includes flag persons, cones, signs, and temporary maintenance. Only one (1) line item/lump sum fee is permitted for mobilization per each Release Order. Multiple line items/fees for mobilization per each Release Order will not be accepted by COUNTY. CONTRACTOR shall combine all mobilization fees together for one (1) line item having one (1) lump sum fee per each Release Order.

I. WORK AREA CLEAN-UP REQUIREMENTS

CONTRACTOR shall ensure and adhere to the following:

1. During the progress of the work, CONTRACTOR shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

2. Following completion of the work, CONTRACTOR shall remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, and surplus material. CONTRACTOR shall leave the site clean and ready for occupancy by COUNTY at substantial completion of the work.

3. CONTRACTOR shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, mail boxes, landscaping, structures, poles, and appurtenances from damage due to work. Responsibility and payment for correction of such damage is the sole responsibility of CONTRACTOR.

J. MATERIALS

CONTRACTOR shall provide, to the COUNTY, immediately upon delivery or as soon thereafter as is practical, copies of all delivery tickets and/or invoices for all material and equipment to be used for each project.

K. SAFETY – UTILITY COORDINATION

CONTRACTOR is responsible for providing for the safety of all CONTRACTOR'S and subcontractor's employees at the work site.

CONTRACTOR is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. CONTRACTOR is responsible for contacting Sunshine State One-Call of Florida, Inc., at 1-800-432-4770 or www.callsunshine.com, no less than two (2) business days, forty-eight (48) hours, and no more than five (5) business days before beginning any excavation, CONTRACTOR shall provide notification according to the procedures of the F.S. Chapter 556.

L. CONTAMINATION

Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid, or any other hazardous material shall immediately be repaired by CONTRACTOR to stop the leak.

CONTRACTOR shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules, and regulations within twenty-four (24) hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to COUNTY.

M. PERMITS/ FEES/ REGULATIONS

CONTRACTOR is required to give all necessary notices, obtain all permits and inspections, and pay all costs in connection with the work.

CONTRACTOR shall assure compliance with all OSHA; EPA; and/or federal, state, and local rules and regulations. Any conflicts between the specifications and compliance with rules and regulations shall be brought to the attention of COUNTY and resolved before the work is to continue.

A.3 COUNTY RESPONSIBILITIES
COUNTY shall provide CONTRACTOR with a listing of all locations and identification numbers of the devices covered under this Agreement prior to commencement of Services.

A.4 METHOD OF PAYMENT
The Services specified herein will be paid for in accordance with the Work Tasks/Pay Items listed in this Scope in Section A.5 and the Line Items listed in Exhibit B, Fee Rate Schedule, and shall be full compensation for all labor, equipment, tools, incidentals, including installation and tests as required, and any necessary vehicles and facilities necessary to facilitate the tasks described. No payment will be made until appropriate inspections and/or tests of the work have been completed.

A.5 WORK TASKS / PAY ITEMS
A. ITEM NO. 630-2-AB / CONDUIT / LINEAR FEET (LF)

A = Operation
1 - Furnish & Install

B = Installation Method
1 (open trench) Underground
2 (Directional Bore) Underground or Under pavement
3 (Jack & Bore) Typically under railroad
4 (Aboveground)
5 (Bridge Mount)

1. Payment for these items will be full compensation for all locating work, trenching, backfilling, bends, anchors, connections miscellaneous materials, surface restoration, labor and equipment required to construct a new conduit run, as approved by COUNTY.

2. The conduit trench surface shall be stabilized and restored by CONTRACTOR to a maintenance free condition as part of this item.

3. MEASUREMENT – TRENCH or BORE: Measurement is for the straight line HORIZONTAL DISTANCE of the trench or bore, from pull box to pull box, with no allowance for sweeps or vertical distance. No additional payment will be made for multiple runs of conduit within a trench or bore.

4. MEASUREMENT – ABOVEGROUND or BRIDGE MOUNT: Measurement will be for the actual length of conduit used.

5. Aboveground conduit shall be measured by CONTRACTOR, sketched and documented for submission to COUNTY for payment. Payment will be based on the actual linear feet installed.

6. Grounding for all metal conduit runs is included as an incidental cost under the conduit pay items.

B. ITEM NO. 632-7-A / SIGNAL CABLE / MIXED

A = Operation
1 (New or Reconstructed Intersection- Furnish & Install) PI
2 (Repair, Replacement, and other operations- Furnish & Install) LF
4 (Adjust/Modify) PI
6 (Remove- Intersection) PI
7 (Remove- Outside of Intersection) LF

1. This pay item is for traffic signals and traffic control devices only.

2. Includes cable, support wire, cable ties, cable clamps, lashing wire, terminal connectors and cable grounding, within the normal limits of the intersection. May include total intersection replacement, and/or pedestrian signals, as noted in the plans.

3. For New or Reconstructed Intersections, use the per Intersection pay item. This includes intersections where new poles are installed/relocated. Includes all lashing wire and tie wraps for span wire installations.

4. For Repairs/Replacement/Other operations where new signal cable is needed, use the linear foot pay item. This includes non-intersection school zone signals, adding a signal head to an existing mast arm or span wire, or signal cables outside of an intersection.

5. REMOVE: Payment includes all signal cable per intersection or per LF for other applications, such as between a controller and flashing beacon sign(s). Detail quantity/location in the plans.

C. ITEM NO. 634-4-ABC / SPAN WIRE ASSEMBLY / PER INTERSECTION (PI)

A = Operation
1 (Furnish & Install)
3 (Install), NOT USED
4 (Adjust) BC=00, NOT USED
5 (Replace), for maintenance activities
6 (Remove, poles to remain) NOT USED
7 Re tension

B = Attachment Type
4 (Single Point)
5 (Two Point)

C = Type Span
1 (Perpendicular)
2 (Diagonal) see details above; flashing beacon installations only
3 (Box or Drop Box)
4 (Other) NOT USED

1. This pay item is for permanent traffic signals and traffic control devices only.

2. Use the two point attachment type pay items as applicable. Perpendicular spans, box spans or drop box spans shall be used for all signal span wire assemblies. For new construction, diagonal span assemblies shall only be used for flashing beacon installations.

3. Other Span Type: Do not use for perpendicular, box, or diagonal spans. Complete plan details are required.

4. Install span wire in accordance with FDOT Design Standards.

5. OPERATIONS:

    a. ADJUST: NOT TO BE USED FOR MOT or Temporary Signals. Adjust existing Span Wires, as detailed in the plans.
    b. REMOVE: Payment per intersection includes removing the span wire, messenger wire, and all miscellaneous materials supporting the traffic signals, signs, and other traffic control devices.
    c. REMOVE: When the poles are to be removed, "all attachments" are included with the removal cost; NO SEPARATE PAYMENT for removal of span wire.

D. ITEM NO. 635-2-AB / PULL & SPLICE BOX / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) B=0; item furnished by COUNTY
4 (Relocate) B=0; see detail
5 (Repair) maintenance use only

B = Cover Size; minimum depth per specification
1 (13 x 24) standard size
2 (17 x 30) large size
3 (30” X 60” rectangular) splice vault

1. Use in accordance with Section 635 of the FDOT Standard Specifications.

2. DIMENSIONS: For traffic signal applications, use spec size B=1[a]. For fiber optic cable applications, the spec calls for size B=2. All other sizes use spec B=0, COUNTY will furnish.

3. INSTALL (A=3): Item furnished by maintaining agency.

4. RELOCATE (A=4): Depending on the type of box, current condition, and the extent of the relocation, replacement versus relocation should be considered.

5. REPAIR: To include full replacement of box to include lid.

E. ITEM NO. 639-1-ABC / ELECTRICAL POWER SERVICE / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)
4 (Relocate) C=0
6 (Remove) C=0

B = Type of Service
1 (Overhead)
2 (Underground)

C = Meter Base
1 (Furnished by Power Company)
2 (Purchased by CONTRACTOR)
3 (Provided by COUNTY)

1. This pay item is for electrical power services for signals, lighting, ITS, and other roadway applications.

2. Installations shall adhere to FDOT Standard Specifications and Design Index 17736, Figure 'B'. Grounding is incidental to power service.

3. Unless otherwise specified all new/rebuild electrical power service assemblies shall be mounted on a separate 12ft, Class P-II, pre-stressed concrete pole.

4. Payment for the following items will be for a complete electrical power service assembly to include support poles, conduit, wiring, meter can, circuit breakers, breaker panels and enclosures, and all other associated electrical power service equipment and assembly components.

5. The pay items provided may make no distinction in voltage or amperage rating.

6. The pay item structure provides for the installation, repair, relocation or removal of complete power services assemblies and should not be used as a basis for paying for individual components of an electrical power service.

F. ITEM NO. 639-2-A / ELECTRICAL SERVICE WIRE / LINEAR FEET (LF)

A = Operation
1 (Furnish & Install)
4 (Relocate)

1. This pay item is for signals, lighting, ITS, and other roadway applications.

2. MEASUREMENT: Payment is per length of complete wire run (all conductors included), not per each conductor.

G. ITEM NO. 639-4-A / EMERGENCY (PORTABLE) GENERATOR/HOUSING / MIXED (MX)

A = Operation
1 (Furnish & Install) (Generator) EA for Emergency /Pre-Event contracts only
3 (Install) (Generator) EA. For Emergency /Pre-Event contracts only
4 (Install) EA, NOT USED
5 (Monitor and Refuel) (Generator) HR; For Emergency /Pre-Event contracts only
6 (Install) (Generator Housing Only) EA; housing furnished by COUNTY

1. This Mixed pay item is for installation of generators and generator housings for traffic signals.

2. Pay Item includes installation, refueling and monitoring of portable inverter/ generators to provide emergency response back-up power to traffic signals.

3. Pay item includes the installation of generator housings to include concrete foundation, conduit, bonding and grounding, and electrical conductors.

4. Coordinate procurement of the generator AND generator housing with COUNTY prior to purchase or use.

5. INSTALL: Coordinate the use of this pay item with COUNTY, to ensure the availability of generators, location for deployment, to review security measures for generator and instructions for returning the unit to COUNTY upon completion of assignment.

6. Pay item includes installation and operation of a portable inverter/ generator within existing portable generator housings for the purposes of providing emergency backup power to traffic signals.

7. MONITOR & REFUEL: This pay item includes monitoring and refueling of portable generators every 6 hours. Fuel to be included in payment for hourly rate. (No separate payment for fuel.)

8. INSTALL GENERATOR HOUSING ONLY: This pay item is for the installation of a generator housing only to include concrete foundation, conduit, bonding and grounding, and electrical conductors. Housing to be provided by COUNTY.

H. ITEM NO. 641-2-AB / PRESTRESSED CONCRETE POLE / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) B=0
6 (Complete/Deep Removal- Pedestal/Service Pole) B=0,
7 (Shallow Removal- Poles 30' and greater) B=0,
8 (Complete/Deep Removal- Poles 30' and greater) B=0,

B = Pole Type (defined in Design Standards)
1 (Type P-II Pedestal)
2 (Type P-II Service Pole)
3 (Type P-III)
4 (Type P-IV)
5 (Type P-V)
6 (Type P-VI)
7 (Type P-VII)
8 (Type P-VIII)
9 (Custom Design) * NOT USED

1. This pay item is for traffic signals and traffic control devices only.

2. Pole description, including the type, height, and other details will be provided by COUNTY upon issuance of Release Order.

3. This item is used as detailed on FDOT index 17725 and Index 17764 (pedestrian pedestal). Poles shall be on the FDOT QPL.

4. REMOVE: Includes the removal of pole, foundation, and any attachments (Vehicular Signal, Pedestrian Signal, Pedestrian Detector, span wire, or other). No separate payment for removal of attachments when removed with the pole. Items removed from the pole shall be returned to COUNTY.

5. Shallow pole removal= depth of 4 feet.

6. Deep pole removal= complete removal.

7. B=9 (Custom Design): For use ONLY when design standard index does NOT apply.

8. Designer shall show complete dimensions for pole. Supporting calculations shall be completed for intended signals application. Review specification requirements to determine if notes or modified specs are needed. Payment will be for the installation of frangible street light base to include the base, attachments, bolts and washers as per plans and standard indexes.

I. ITEM NO. 643-ABB / STRAIN POLE, WOOD / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) furnished by COUNTY
4 (Relocate)
6 (Remove) BB=00

BB = Pole Length (Specified In 5' Increments Only)

1. This pay item is for traffic signals and traffic control devices only.

2. Guying of all wood pole installations considered incidental.

3. REMOVE: All wood poles are to be removed completely. Payment includes the removal of all attachments.

J. ITEM NO. 646-1-AB / ALUMINUM SIGNALS POLE / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) B=0
4 (Relocate) B=0
6 (Remove) B=0

B = Pole Type
1 (Pedestal)
2 (Pedestrian Detector Post)

1. To be used in accordance with FDOT Design Standards, Index Nos. 17764 and 17784.

2. INSTALL: The install operation should only be used when the item is furnished by COUNTY for installation by CONTRACTOR.

3. REMOVE: The removal of the foundation is included with the removal of the pedestal, unless otherwise noted. All attachments are included with the removal of the pole (pedestrian detector, pedestrian signal, etc.) all equipment and material removed shall be returned to COUNTY.

K. ITEM NO. 649-3A-BCC / STEEL MAST ARM ASSEMBLY / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) BCC=000
4 (Relocate) BCC=000
6 (Remove) see remove options below, effective January 2015
8 (Repair) BCC=000

B = Wind Speed
2 (130 with signal back plates, COUNTY)

B = Remove Options
1 (Pole Only, entire foundation remains) CC=00
3 (Shallow, Bolt on attachment) CC=00
5 (Deep, Bolt on attachment) CC=00

CC = Arm Length(s)
For Single Arms
01 (36)
02 (46)
03 (60)
04 (70.5)
05 (78)
06 (36 w/ Luminaire)
07 (46 w/ Luminaire)
08 (60 w/ Luminaire)
09 (70.5 w/ Luminaire)
For Double Arm w/o Luminaire
10 (36-36)
11 (36-46)
12 (36-60)
13 (36-70.5)
14 (46-46)
15 (46-60)
16 (46-70.5)
17 (60-60)
18 (60-70.5)
19 (70.5-70.5)
Custom/Non-Standard Arm Combinations
99= (Custom) B=9, see details below

1. This pay item is for traffic signals and traffic control devices only.

2. Supports emergency removal of damaged mast arm assemblies and result of vehicle accidents for force majeure.

3. Refer to the FDOT PPM (Plans Preparation Manual) for current FDOT Policy on the use of Mast Arms.

4. Pole description, including the type, height, and other details shall be included in the signal plans. Payment includes foundation, as well as all incidentals, per specifications.

5. When "w/ Luminaire" is used, COUNTY will provide detail luminaire requirements in the plans.

6. Double Arm with luminaire requires special design (CC=99); not covered by design standard index. Complete calculations are required.

7. BCC=999 (Custom) to be used only when wind loads, specifications and/or standards do not apply, due to significant design changes. Complete design calculations, including wind loads, are required in the plans.

8. When street name signs are to be located on a signals mast arm, COUNTY will provide the detailed information to include sign (size, shape, letters, etc.) in the SIGNING plans.

9. REMOVE: Includes the removal of the foundation, as well as any attachments (vehicular/pedestrian signals, pedestrian detector, lighting, etc.).

L. ITEM NO. 650-1-AB / VEHICULAR TRAFFIC SIGNAL / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install- Aluminum)*
2 (Furnish & Install- Polycarbonate with Aluminum Top Section)*
3 (Furnish & Install- Polycarbonate)*
4 (Furnish & Install- Programmable)*
5 (Install) B=0 Signal furnished by COUNTY
6 (Remove- Poles to Remain) B=0
7 (Relocate) B=0. DO NOT USE for MOT activities
*NOT to be used for adding a section to an existing assembly; see pay item 650-2 for adding sections.

B = Sections, Ways
1 (1 Section, 1 way)
2 (1 Section, 2-4 ways)
3 (2 Section, 1-2 ways)
4 (3 Section, 1 way)
5 (3 Section 2-4 ways)
6 (4 Section, 1 way)
7 (4 Section, 2-4 ways)
8 (5 Section- straight, 1 way)
9 (5 Section-cluster, 1 way)

1. Pay item includes standard traffic signal with LED indications, back plates, visors, and all other materials necessary for a complete installation.

2. INSTALL only: material to be furnished by COUNTY.

3. REMOVE: No separate payment for signal head removal when the poles are to be removed.

4. RELOCATE: Includes the removal of the signal head and re installation as instructed in the work request. Payment includes signal cable and all other materials necessary for a complete and acceptable relocation.

5. NOTE: USE POLYCARBONATE SIGNAL HOUSING FOR ALL MAST ARM INSTALLATIONS AND ALUMINUM TOP SECTION W/ POLYCARBONATE BOTTOM SECTION SIGNAL HOUSING FOR SPAN WIRE INSTALLATIONS.

M. ITEM NO. 650-2-ABB / VEHICULAR SIGNAL AUXILIARIES / EACH (EA)

A = Operation
1 (Repair/Replace/Retrofit- Furnish & Install)
3 (Repair/Replace/Retrofit- Install) Item furnished by local agency

BB = Item
01 (Backplate – Black) NOT USED
02 (Backplate – Black with Retroreflective Border)
05 (Tunnel Visor)
06 (12" LED Module – Standard)
07 (8" LED Module – Emergency Signal)
08 (Add section/s to existing signal assembly)

1. This item is NOT TO BE USED FOR NEW SIGNAL ASSEMBLIES.

2. This item is intended for repair/replacement/retrofit of existing signal assemblies. Tabulate items by location in the work request.

N. ITEM NO. 653-1-AB / PEDESTRIAN SIGNAL / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install LED Countdown)
3 (Install) B=0
4 (Relocate) B=0
6 (Remove Pedestrian Signal; pole/pedestal to remain) B=0

B = Ways
1 (1 way)
2 (2 ways)

1. This pay item is for traffic control devices. LED Countdown is the current standard.

2. REMOVE: No separate payment for removal of the Pedestrian Signal, when the pole/mast arm is being removed. See the pole/pedestal pay items.

O. ITEM NO. 654-2-AB / RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB) / MIXED

A = Operation
1 (Furnish & Install- AC Powered) B=1 or 2
2 (Furnish & Install- Solar Powered) B=1 or 2
3 (Install) B=0 NOT USED
4 (Relocate) B=0 NOT USED
5 (Adjust/Modify) B=0 NOT USED
6 (Remove) B=0 NOT USED
7 (Replace) B=0 for Maintenance use

B = Component
1 (Complete Assembly- Single Direction) AS
2 (Complete Assembly- Back-to-Back) AS
3 (Cabinet) EA NOT USED
4 (Signs and RRFB unit) EA NOT USED

1. Refer to the FDOT Traffic Engineering Manual for additional information.

2. COMPLETE ASSEMBLY: "includes a rectangular beacon and signs for each approach, sign support structure, cabinet, electronics, wiring, and pedestrian detector. Solar panels are included in the cost of the assembly, when shown in the plans." NOTE: a minimum of 2 assemblies are normally needed per mid-block crossing- one for each approach.

3. SINGLE DIRECTION: Includes beacons and signs for one direction, with "everything on the post" included.

4. BACK-TO-BACK: Includes beacons and signs for both directions, with "everything on the post" included.

5. CABINET: Used for Maintenance activities only. For new installations, this item is included in the complete system.

6. SIGNS AND RRFB UNIT: Includes the beacons, signs, AND attachment hardware for a single direction unit, for non-standard installations. The signs with beacon pair are one unit, per each.

7. REPLACE: Maintenance use; Includes replacement of batteries, detectors, signal indications.

P. ITEM NO. 659-1-ABB / MAST ARM, SPAN WIRE, AND POLE MOUNTING ASSEMBLIES / EACH (EA)

A = Operation
1 (Repair/Replace/Retrofit- Furnish & Install) NOT for use with new signal assemblies
3 (Repair/Replace/Retrofit- Install) Item furnished by local agency

BB = Component
1 (Mast Arm Mounting Assembly) "Hanger"
2 (Span Wire Mounting Assembly) "Hanger" Other components, as requested

1. Pay item includes replacement of damaged traffic signal and sign mounting hardware and adjustable hanger assemblies.

2. NO SEPARATE PAYMENT will be made for hangers on new signal installations. This item is valid for repair /replacement /retrofit applications only.

3. All materials used shall be listed on the FDOT Qualified Products List (QPL).

Q. ITEM NO. 660-2-ABB / LOOP ASSEMBLY / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)

BB = Type
01 (Type A)
02 (Type B)
03 (Type C)
04 (Type D)
05 (Type E)
06 (Type F)
07 (Type G)
08 (Type H)

1. This pay item is for traffic signals and traffic control devices only.

2. Refer to FDOT Minimum Specifications for Traffic Control Signal Devices, as applicable. Includes cost of loop material, labor, equipment, etc. according to specifications. Price includes installation, splicing, 50ft or less of Belden 50-2 home run cable.

R. ITEM NO. 660-3-AB / VEHICLE DETECTION SYSTEM-MICROWAVE / EACH (EA)

A = Operation
1 (Furnish & Install) B=1 or 2
3 (Install) Department furnished equipment NOT USED
4 (Relocate) NOT USED
5 (Adjust/Modify) NOT USED
6 (Remove) B=0 NOT USED
8 (Preventative Maintenance) B=0 NOT USED
9 (Diagnosis and Misc. Repair) B=0 NOT USED

B = Component
0 (Complete System)
1 (Cabinet Equipment) NOT USED
2 (Above ground Equipment) Note: Mounting hardware and cabling is considered incidental to sensor.

1. This item is intended for Vehicle Detection Systems, excluding Loop Systems. Details such as location of detectors, detection zones, and roadside components provided by COUNTY.

S. ITEM NO. 660-4-AB[c] / VEHICLE DETECTION SYSTEM-VIDEO / EACH (EA)

A = Operation

1 (Furnish & Install)
3 (Install) COUNTY furnished equipment
4 (Relocate)
5 (Adjust/Modify)
6 (Remove) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Component
0 (Complete System)
1 (Cabinet Equipment)
2 (Above ground Equipment) Note: COUNTY will indicate quantity and location of camera(s). Mounting hardware and cabling is considered incidental to camera(s).

[c] = [a] 4 Directions, w/ 4 cameras
[b] 3 Directions, w/ 3 cameras
[c] 2 Directions, w/ 2 cameras
[d] 1 Direction, w/ 1 camera

1. This item is intended for Video Vehicle Detection Systems. Details such as location of detectors, detection zones, and roadside components will be provided by COUNTY. All materials used shall be on the FDOT APL and shall be fully compatible with COUNTY'S video detection systems.

T. ITEM NO. 660-5-AB / VEHICLE DETECTION SYSTEM-WIRELESS / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) Department furnished equipment
4 (Relocate)
5 (Adjust/Modify)
6 (Remove) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Component
0 (Complete System) only for A=6, 8, or 9

1 (Cabinet Equipment) Note: Pay item callout shall be used in plans to indicate QTY and location of shelf mount or detector-card style cabinet interface hardware required. Cabling, and other system components are considered incidental to interface card(s).

2 (Above ground Equipment) Note: Pay item callout shall be used in plans to indicate QTY and location of access point(s) or repeater(s) required. Mounting hardware and cabling is considered incidental to access point(s) and repeater(s).

3 (In-Road Electronics) Note: Pay item callout shall be used in plans to indicate QTY and location of wireless magnetometer sensors embedded in roadway

1. This item is intended for Wireless Vehicle Detection Systems.

2. Coordinate with COUNTY regarding equipment specifications, location of detectors, detection zones, and roadside components.

U. ITEM NO. 665-1-AB / PEDESTRIAN DETECTOR / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) Dept. Furnished Equipment; B=0
4 (Relocate) B=0
5 (Adjust/Modify) B=0
6 (Remove- Pole/Pedestal to Remain) B=0
8 (Preventative Maintenance) B=0
9 (Diagnosis and Misc. Repair) B=0

B = Type
1 (Standard)
2 (Accessible)

1. Pedestrian detectors may be mounted on poles, posts, or pedestals, in accordance with the FDOT Design Standards. Payment includes pedestrian information signs/sticker, as shown on FDOT Index 17784. Additional design guidance is available in MUTCD Section 4E.

2. Note: Poles, posts, and pedestals are paid separately under PAY ITEMS 641-, 646-, or 649.

3. INSTALL: Detector and Sign to be furnished by COUNTY. Incidental parts to complete the installation to be furnished by CONTRACTOR.

4. RELOCATE: COUNTY will provide relocation details in the work request.

5. REMOVE- POLE/PEDESTAL TO REMAIN: All removed equipment shall be returned to COUNTY. Note- No separate payment for removal of pedestrian detector when pole/pedestal is removed (included with pole removal).

V. ITEM NO. 670-5-ABC / TRAFFIC CONTROLLER ASSEMBLY / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)
3 (Install) BC=00; COUNTY furnished
4 (Modify) BC=00; DO NOT USE with a new controller
5 (Relocate Controller and Cabinet) BC=00
6 (Remove Controller and Cabinet) BC=00 effective 1-1-15

B = Cabinet with Controller Type
1 (NEMA)
5 (ATC)

C = Special Features
0 (None)
1 (One Preemption Plan)
2 (Two Preemption Plans)

1. This pay item is for traffic signals and traffic control devices only.

2. Note that the controller assembly includes both the controller electronics and the cabinet. Cabinet and all internal electronic components shall be listed on FDOT's QPL and strictly adhere to COUNTY specifications and standards.

3. FURNISH & INSTALL: includes all work and materials to set-up controller in the cabinet. COUNTY will provide all timing plan and program set up data.

4. MODIFY: Tech specs required to detail work to be completed. DO NOT USE this pay item for set- up of new controllers.

5. For Special Type, detail all components.

6. REMOVE: Includes the removal of the cabinet, all electronics, and base/foundation.

7. The description, materials, construction/installation requirements and method of measurement will be provided in the work request to clearly define the work to be completed for payment under this item.

W. ITEM NO. 676-2-ABB / ITS CABINET / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install) BB=00
4 (Relocate) BB=00
5 (Adjust /Modify) BB=00
6 (Remove) BB=00

BB = Description- Function, Type and Size
1 (ITS Cabinet, pole mount)
2 (ITS Cabinet, pole mount w/sunshields
3 (ITS Cabinet, base mount)
4 (ITS Cabinet, base mount w/sunshields) For unwired cabinet, use 676-1.

BB = Description-Type and Size
1 (336, 24" W x 36" H x 20" D)

2 (336S, 24” W x 46” H x 22” D)
3 (334, 24” W x 66” H x 30” D)

1. This cabinet is used to house traffic control devices and other electronics associated with Intelligent Transportation Systems.

2. The cabinet assembly includes both the ITS electronics and the cabinet. Cabinet and all internal electronic components shall be listed on FDOT’s QPL and strictly adhere to COUNTY specifications and standards.

X. ITEM NO. 680-1-ABC / SYSTEM CONTROL EQUIPMENT / EACH (EA)

A = Operation
1 (Furnish & Install) C=2 or 3
3 (Install) BC=00
4 (Relocate) BC=00
5 (Adjust/Modify) BC=00
6 (Remove) BC=00
9 (Diagnostic and Misc. Repair) BC=00

B = System Type
1 (Adaptive Signal Control System - NEMA)
2 (Adaptive Signal Control System - 170)

C = Component
0 (Complete System) detail n plans all work/components involved
2 (Cabinet Equipment)
3 (Above Ground Equipment)

1. Specification currently only includes Adaptive Signal Control System.

2. Furnish & Install: Use BOTH 687-1-ABC pay items for cabinet equipment (1 each per cabinet) and above ground equipment (1 each per sensor).

3. INSTALL: Use BC=00. Detail components to be installed in the plans, including location of sensor(s). Components to be furnished by FDOT or local agency; include contact information in the plans.

4. ADJUST/MODIFY: Detail work to be completed in the plans or specifications.

5. REMOVE: Use BC=00. Detail work to be completed in the plans or specifications, including the quantity and location of the item(s) to be removed. Use a quantity of 1 each per complete system.

Y. ITEM NO. 682-1-AB / CCTV CAMERA / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install)
4 (Relocate) B=0
5 (Adjust /Modify) B=0
6 (Remove & Dispose) B=0
7 (Remove & Stockpile) B=0
8 (Maintenance, clean lenses, pressurize dome)
9 (Misc. diagnostic and repair)

B = Type
1 (Dome enclosure, pressurized)
2 (External positioner, pressurized)
3 (Dome enclosure, non-pressurized)
4 (External positioner, non-pressurized)

1. For installations along the roadway or intersections, to provide video of traffic movements. Includes mounting hardware, cabling, and power supply.

2. CCTV components shall be listed on FDOT's QPL and strictly adhere to COUNTY specifications and standards.

3. PREVENTIVE MAINTENANCE: To include cleaning lenses, pressurizing domes.

4. DIAGNOSTIC AND MISC. REPAIR: For repair of CCTV unit to identify and correct power, communication, PTZ, dome pressure alarms and other miscellaneous repair items.

Z. ITEM NO. 633-1-ABC / FIBER OPTIC CABLE / LINEAR FEET (FT)

A = Operation
1 (Furnish & Install)
3 (Install) Furnished by COUNTY; C=0
4 (Relocate) C=0
6 (Remove) C=0

B = Location
1 (Bridge Mount)
2 (Underground)

C = Number of Fibers in Cable
1 (2 to 12)
2 (13 to 48)
3 (49 to 96)
4 (97 to 144)

1. For use in fiber optic networks that support ITS devices and their connection to communication hubs, transportation management centers, and related facilities.
   Use "overhead" for installations involving bridges and other aboveground structures. Use "underground" for cable placed in buried conduit along the roadside.

AA. ITEM NO. 633-2-AB / FIBER OPTIC CONNECTION / EACH (EA)

A = Operation
3 (Install)

B = Type
1 (Splice)
2 (Termination)

1. For use in fiber optic networks where segments of fiber optic cable shall be spliced together, or when cables shall be terminated at the end of a segment. Note that each connection involves the fusing of individual optical fibers in a cable.

Payment "each" is for each FIBER to be connected, i.e. 30 fibers in one cable= 30 connections

BB. ITEM NO. 633-3-AB / FIBER OPTIC CONNECTION HARDWARE / EACH (EA)

A = Operation
1 (Furnish & Install)
3 (Install)
4 (Relocate)
5 (Adjust /Modify)

B = Component
1 (Splice Enclosure)
2 (Splice Tray)
3 (Pre-terminated Connector Assembly)
4 (Buffer Tube Fan Out Kit)
5 (Patch Panel, Pre-terminated)
6 (Patch Panel, Field Terminated)
7 (Connector Panel)

1. For use in fiber optic networks, where segments of cable shall be spliced together.

2. Hardware items include incidental hardware and cables for a complete installation.

3. Hardware items furnished with additional cable, such as pre-terminated patch panels, include the installation of the cable. DO NOT provide additional payment for cable installation under cable or conduit items.

CC. ITEM NO. 685-1-ABC / UNINTERRUPTABLE POWER SUPPLY / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install)
2 (Install)
6 (Remove, pole/cabinet remains)
7 Relocate (B=0)

B = Type
1 (Line Interactive) installed within controller cabinet
2 (Online/Double Conversion) installed within controller cabinet
3 (Line Interactive, with Cabinet) includes separate cabinet for UPS only
4 (Online/Double Conversion, with Cabinet) includes separate cabinet for UPS only

C = Component
1 (Battery)

1. From Section 685 of the Specifications:

    a. UPS assemblies shall be designed for installation in a roadside NEMA 3R enclosure to provide battery backup functionality for traffic control systems, including traffic signal and intelligent transportation system (ITS) devices. UPS assemblies shall include batteries provided by the UPS manufacturer or in accordance with manufacturer's requirements.
    b. When UPS is installed or mounted OUTSIDE (attached to or piggy back) to a new or existing controller cabinet, payment for the UPS cabinet is included under 685.
    c. When UPS is installed SEPARATELY (base mounted), payment for the UPS cabinet will be included under 685. Detail UPS cabinet and base in the plans.
    d. Pay item includes installation of an uninterruptable power supply for traffic signal applications only. Complete installation includes cabinet, internal electronic and electrical components and batteries.
    e. UPS shall be listed on the FDOT APL and shall adhere to the COUNTY'S specifications and be compatible with existing systems.

DD. ITEM NO. 700-1-AB / SINGLE POST SIGN / ASSY (AS)

A = Operation
1 (Furnish & Install Ground Mount) max wind load 30 ft^2
2 (Furnish & Install Barrier Mount, Index 11871) max wind load area 20 ft^2*
3 (Furnish & Install Bridge Mount, Index 11870) max wind load area per index
4 (Install) B=0; furnished by FDOT or local agency
5 (Relocate) B=0; relocated within project
6 (Remove) B=0
7 (Furnish & Install, Custom with Wind load area >30 ft^2) Index 11861, B=4
8 (Repair) for Maintenance use only; B=0

B = Combined sheeting area of all panels on post
1 (Up to 12 ft²) "less than 12"
2 (12-20 ft²)
3 (21-30 ft²)
4 (31+ ft²)
5 (21-24 ft² back-to-back) *valid for A=2 only, pending for updated index 11871
8 (In-Street Flexible Post) A=1

1. GROUND MOUNT: Includes the signs, hardware, post, and foundation, per index 11860 and 11861.

2. MEDIAN BARRIER MOUNT: Includes the signs, hardware, post, and materials necessary to complete the mount, per index 11871. Maximum wind load of 20 SF, per the index. See the Plans Preparation Manual (PPM), Volume 1, Sections 4.5 and 7.2.5.

3. BRIDGE MOUNT: Includes the signs, hardware, post, and materials necessary to complete the mount, per index 11870.

4. CUSTOM Wind Load: See Index 11861 IDS. Includes the signs, hardware, post and materials necessary to complete the mount. This item should ONLY be used when standard single or multi-post assemblies are not possible and is only intended for use on curb & gutter facilities where the distance between the curb and the sidewalk restricts the use of Index 11200.

5. RELOCATE/REMOVE: Includes panels, posts, foundation, and any other items attached to the assembly (beacon, solar panel, etc.), as noted in the plans. Removed items become the property of CONTRACTOR, unless otherwise noted in the plans/specs.

EE. ITEM NO. 700-5-AB / INTERNALLY ILLUMINATED SIGN / EACH (EA)

A = Operation
1 (Furnish & Install, Ground Mount) includes single post
2 (Furnish & Install, Overhead Mount) includes span wire or mast arm installation
4 (Install) B=0; furnished by COUNTY
5 (Relocate) B=0
6 (Remove) B=0

B = Size, square feet
1 (Up to 12 ft2)
2 (12-18 ft2) max 18 ft2 for internal illumination, per specification

1. Internally Illuminated signs include street name signs. All mounting hardware is included in the sign pay item. The support structure (poles, span wire, and/or mast arm) is paid separately.

2. Signs shall be internally illuminated using LED. Sign designs shall adhere to FDOT and COUNTY Standards.

3. NOTE: Special 'M' series pay items reference specific COUNTY maintenance tasks not defined under FDOT BOE pay items. Refer to bid form for specific requirements for each 'M' series pay item. CONTRACTOR to provide materials for all 'M' series pay items.

FF. ITEM NO. 700-12-AB / SIGN BEACON / ASSEMBLY (AS)

A = Operation
1 (Furnish & Install, Ground Mount- AC Powered)
2 (Furnish & Install, Ground Mount- Solar Powered)
3 (Furnish & Install, Overhead Mount) span wire, mast arm, or other
4 (Install) furnished by FDOT or local agency
5 (Relocate Beacon; sign to remain) B=0
6 (Remove Beacon; sign to remain) B=0

B = Number of beacon(s) per sign
1 (One Beacon)
2 (Two Beacons)

1. Includes ONLY THE BEACON(S), cabinet, controller, and solar panel, when noted. DOES NOT INCLUDE THE SIGN or support structure.

2. Use this pay item along with single post, multi post, or other signs.

3. RELOCATE/REMOVE: These items are to be used ONLY when relocating or removing the beacons, WITH NO CHANGE to the sign assembly. If you are relocating or removing the entire assembly, the beacon(s) are included with the assembly; use the sign assembly.

GG. ITEM NO. M-1-A / HEAVY EQUIPMENT SERVICES / HOUR (HR)

A = Operation
01 (Furnish) Lift Truck / 30' Foot reach, w/ Operator
02 (Furnish) Lift Truck/ 50' Foot reach, w/ Operator
03 (Furnish) 16" – 42" diameter auger, w/ Operator
04 (Furnish) 4" Wide trencher, w/ Operator
05 (Furnish) Tractor w/ backhoe and bucket, w/ Operator
06 (Furnish) Pressure digger/drill rig, w/ Operator
07 (Furnish) Mobile crane, min. 60 Ton Cap., w/ Operator
08 (Furnish) Mobile crane, min. 65 Ton Cap., w/ Operator
09 (Furnish) Mobile crane, min. 85 Ton Cap., w/ Operator

1. These pay items support the hourly payment for use of heavy equipment with operators. Includes work performed outside of the scope of standard pay items listed above.

2. This pay item will not be used in conjunction with any of the above listed pay items.

3. Minimum rate charge is 4 hours.

HH. ITEM NO. M-2-A / PROFESSIONAL AND TECHNICAL SERVICES / MIXED (MX)

A = Operation
01 (Furnish) Geotechnical testing for foundations
02 (Furnish) Vacuum excavation/ soft dig (per structure or location)
03 (Furnish) Pick up and transport mast arms, strain poles (compound to job site)
04 (Furnish) Traffic Control Officer (during MOT)
05 (Furnish) Utility Locate Services

1. These pay items support the payment for provision of professional and technical services. Includes work performed outside of the scope of standard pay items listed above.

2. This pay item will not be used in conjunction with any of the above listed pay items.

3. Geotechnical testing for foundations: performed upon request, includes certified, licensed professional inspection and testing. COUNTY shall receive full test results in a timely manner.

4. Vacuum excavation/ soft dig: Performed upon request, per structure or location. Includes the use of a vacuum excavator to perform non-destructive excavation as needed to identify buried utilities or infrastructure.

5. Pick up and transport mast arms, strain poles: Performed upon request. Per transport. Includes the pick and transport of mast arms or strain poles site to site. All transportation done locally (Public Works compound to job site). Costs for crane services billed under the M-1-A pay item.

6. Traffic Control Officer: Performed as needed, per hour. Includes hiring off duty law enforcement to assist with maintenance of traffic. Utility Locate Services: Performed upon request, per hour for locating services for underground transportation infrastructure to include traffic signal, lighting, ITS. Services include electronic locating, marking with flags and paint, hand digging to uncover and visually verify conduit.

EXHIBIT B, FEE RATE SCHEDULE

EXHIBIT B, FEE RATE SCHEDULE
IFB NO. 21-R076431BB
TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE
B & E SIGNAL AND LIGHTING, INC.

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL F/O = FURNISH ONLY I/O = INSTALL ONLY M/E = MODIFY EXISTING		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
CONDUIT										
1	F/I	FURNISH/INSTALL	CONDUIT BY TRENCHING	630-2-11	17721	2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$4.00	500	$2,000.00
2	F/I	FURNISH/INSTALL	CONDUIT BY TRENCHING	630-2-11		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF TRENCH.	LF	$5.00	500	$2,500.00
3	F/I	FURNISH/INSTALL	CONDUIT BY HAND DIGGING	630-2-11		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$5.00	500	$2,500.00
4	F/I	FURNISH/INSTALL	CONDUIT BY HAND DIGGING	630-2-11		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF TRENCH.	LF	$8.00	500	$4,000.00
5	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING - FOR FIBER OPTIC CABLE	630-2-12	18202 AND 18204	1 1/4" HDPE CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$12.00	1,000	$12,000.00
6	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING	630-2-12	17721	2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$13.00	1,000	$13,000.00
7	F/I	FURNISH/INSTALL	CONDUIT BY DIRECTIONAL BORING	630-2-12		2" CONDUIT - 2-3 RUNS SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - MEASUREMENT BASED ON LENGTH OF BORE.	LF	$17.00	1,000	$17,000.00
8	F/I	FURNISH/INSTALL	CONDUIT – JACK AND BORE	630-2-13		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT.	LF	$8.00	100	$800.00
9	F/I	FURNISH/INSTALL	CONDUIT – ABOVEGROUND OR STRUCTURE MOUNTED	630-2-14		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$5.00	100	$500.00
10	F/I	FURNISH/INSTALL	CONDUIT - ABOVEGROUND	630-2-14		1-2" RIGID CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT- REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$8.00	100	$800.00
11	F/I	FURNISH/INSTALL	CONDUIT - BRIDGE MOUNT	630-2-15		2" CONDUIT - 1 RUN SEE FDOT STANDARD SPECIFICATION - SECTION 630 CONDUIT - REMOVAL OF EXISTING CONDUIT AND CABLE CONSIDERED INCIDENTAL.	LF	$9.00	100	$900.00
SIGNAL CABLE										
12	F/I	FURNISH/INSTALL	SIGNAL CABLE - INSTALL NEW OR REPLACE EXISTING	632-7-1	NEC & NESC MANATEE COUNTY DESIGN GUIDE	FURNISH AND INSTALL TRAFFIC SIGNAL CABLING FROM CONTROLLER CABINET TO ALL TRAFFIC SIGNAL INDICATIONS, ILLUMINATED SIGNS, AND BLANK OUT SIGNS. SEPARATE PAY ITEMS SHALL APPLY TO DETECTION HOME RUNS. REMOVAL OF EXISTING CABLE SHALL BE CONSIDERED INCIDENTAL, ANY CABLE REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS.	PI	$10,275.00	3	$30,825.00
13	F/I	FURNISH/INSTALL	SIGNAL CABLE -REPAIR, REPLACE, OTHER	632-7-2		REPAIR OR REPLACE TRAFFIC SIGNAL CABLING. INCLUDES 'BELDEN' 50-2 TYPE INDUCTIVE LOOP ASSEMBLY LEAD IN CABLE. REMOVAL OF EXISTING CABLE SHALL BE CONSIDERED INCIDENTAL, ANY CABLE REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS.	LF	$3.75	300	$1,125.00
SPAN WIRE ASSEMBLIES										
14	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - PERPENDICULAR	634-4-151	17727	PERPENDICULAR - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$2,750.00	1	$2,750.00
15	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - DIAGONAL	634-4-152		DIAGONAL - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$1,750.00	1	$1,750.00
16	F/I	FURNISH/INSTALL	SPAN WIRE ASSEMBLY - BOX	634-4-153		BOX SPAN - 2 POINT ATTACHMENT SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A634.	PI	$3,275.00	1	$3,275.00
17	M/E	REMOVE	SPAN WIRE ASSEMBLY - REMOVE	634-4-600		SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A635. INCLUDES ADJUSTMENT AND/OR REPLACEMENT OF HARDWARE AS NEEDED. ADJUSTING AND RE-SECURING SIGNAL CABLE END TO END.	PI	$1,500.00	1	$1,500.00
18	M/E	REPAIR	SPAN WIRE - RE-TENTION	634-4-700		SECTION 634 OF FDOT STANDARD SPECIFICATIONS & MSTCSD SECTION A635. INCLUDES ADJUSTMENT AND/OR REPLACEMENT OF HARDWARE AS NEEDED. ADJUSTING AND RE-SECURING SIGNAL CABLE END TO END.	EA	$1,275.00	3	$3,825.00
PULL AND SPLICE BOX										
19	F/I	FURNISH/INSTALL	PULL BOX AND LID - QUAZITE - 17" X 30" (LARGE SIZE)	635-2-12	17721	REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$525.00	5	$2,625.00
20	F/I	FURNISH/INSTALL	PULL BOX AND LID - QUAZITE - 30" X 60"	635-2-13		REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$1,875.00	2	$3,750.00
21	I/O	INSTALL	PULL BOX AND LID - QUAZITE - 17" X 30"	635-2-30		REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL, CONTRACTOR TO DISPOSE OF ANY DAMAGED BOXES PROPERLY. ANY DISTURBED DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS. COUNTY PROVIDED MATERIALS.	EA	$375.00	5	$1,875.00
22	M/E	REMOVE/INSTALL	PULL BOX AND LID - RELOCATE	635-2-40		ADJUST OR RELOCATE. REMOVAL OF EXISTING CONCRETE SIDEWALK OR LANDING PAD AND BOX SHALL BE CONSIDERED INCIDENTAL. ANY DISTURBED CONCRETE OR DIRT SHALL BE RETURNED TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH THE SURROUNDING AREAS.	EA	$575.00	5	$2,875.00
POWER SERVICE										

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL F/O = FURNISH ONLY I/O = INSTALL ONLY M/E = MODIFY EXISTING		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
23	F/I	FURNISH/INSTALL	ELECTRIC POWER SERVICE ASSEMBLY - OVERHEAD	639-1-112	17736 & FDOT BOE SECTION 620	FOR INSTALLATION OF A COMPLETE POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. POWER SERVICE SHALL BE INSTALLED PER FDOT AND MANATEE COUNTY DESIGN STANDARDS. POWER SERVICE SHALL INCLUDE VERTICAL CONDUIT AND WIRE ANY HORIZONTAL CONDUIT AND WIRE SHALL BE UNDER A SEPARATE LINE ITEM. ADDITIONAL INFO SECTION A639 MSTCSD.	EA	$2,550.00	2	$5,100.00
24	F/I	FURNISH/INSTALL	ELECTRIC POWER SERVICE ASSEMBLY - UNDERGROUND	639-1-122		FOR INSTALLATION OF A COMPLETE POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. POWER SERVICE SHALL BE INSTALLED PER FDOT AND MANATEE COUNTY DESIGN STANDARDS. HORIZONTAL CONDUIT AND WIRE SHALL BE UNDER A SEPARATE LINE ITEM. ADDITIONAL INFO SECTION A639 MSTCSD.	EA	$1,275.00	2	$2,550.00
25	M/E	REMOVE	ELECTRIC POWER SERVICE ASSEMBLY - REMOVE	639-1-600		FOR REMOVAL OF POWER SERVICE ASSEMBLY TO INCLUDE POLE, METER CAN HOUSING, DISCONNECT, CONDUIT, WIRING AND ALL HARDWARE. ADDITIONAL INFO SECTION A639 MSTCSD - FOR EMERGENCY REPAIR OR SPECIAL PROJECT REBUILDS. MAY BE USED FOR EMERGENCY REPAIRS OF DAMAGED SERVICE ASSEMBLIES.	EA	$750.00	2	$1,500.00
26	M/E	REMOVE/INSTALL	ELECTRICAL POWER SERVICE - UTILITY SERVICE RISER - RELOCATE	639-1-410	17504	FOR RELOCATION OF EXISTING ELECTRICAL POWER SERVICE CONDUIT RISER AND SERVICE CONDUCTORS. DISCONNECT AND REMOVE EXISTING SERVICE RISER ASSEMBLY FROM OLD UTILITY COMPANY POWER POLE AND REINSTALL ON NEW UTILITY COMPANY INSTALLED POLE. INCLUDES UNDERGROUND OR OVERHEAD CONDUIT AND CABLE ADJUSTMENT. MINOR HARDWARE - NUTS BOLTS BRACKETS TO BE SUPPLIED BY CONTRACTOR.	EA	$690.00	5	$3,450.00
27	F/I	FURNISH/INSTALL	ELECTRICAL POWER SERVICE - UTILITY SERVICE RISER - RELOCATE	639-1-420		FOR RELOCATION OF EXISTING ELECTRICAL POWER SERVICE CONDUIT RISER AND SERVICE CONDUCTORS. DISCONNECT AND REMOVE EXISTING SERVICE RISER ASSEMBLY FROM OLD UTILITY COMPANY POWER POLE AND REINSTALL ON NEW UTILITY COMPANY INSTALLED POLE. INCLUDES UNDERGROUND OR OVERHEAD CONDUIT AND CABLE ADJUSTMENT. MINOR HARDWARE - NUTS BOLTS BRACKETS TO BE SUPPLIED BY CONTRACTOR.	EA	$895.00	5	$4,475.00
28	M/E	MODIFY EXISTING	ELECTRICAL SERVICE WIRE - RELOCATE	639-2-4	NEC & NESC	RELOCATE EXISTING ELECTRICAL SERVICE CONDUCTORS. REMOVAL SHALL BE CONSIDERED INCIDENTAL, ANY UNUSED CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$1.00	500	$500.00
29	F/I	FURNISH/INSTALL	ELECTRICAL SERVICE WIRE - FURNISH AND INSTALL	639-2-1		NO. 6 AWG STRANDED COPPER - REMOVAL OF EXISTING CONDUCTOR SHALL BE CONSIDERED INCIDENTAL, ANY CONDUCTOR REMOVED SHALL BE RETURNED TO MANATEE COUNTY TRAFFIC OPERATIONS. ADDITIONAL INFO ON WIRE SECTION A639 MSTCSD.	LF	$1.85	5000	$9,250.00
EMERGENCY PORTABLE GENERATOR HOUSING										
30	I/O	INSTALL	EMERGENCY GENERATOR - HOUSING ONLY	639-4-6	MANATEE COUNTY DESIGN GUIDE	EQUIPMENT PROVIDED BY COUNTY. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED.	EA	$2,675.00	2	$5,350.00
PRESTRESSED CONCRETE POLE										
31	F/I	FURNISH/INSTALL	PRESTRESSED CONCRETE POLE	641-2-12	17764	(TYPE P-II SERVICE POLE) MAY BE USED FOR TRAFFIC MONITORING ASSEMBLIES.	EA	$1,275.00	1	$1,275.00
32	M/E	REMOVE	PRESTRESSED CONCRETE POLE	641-2-70		SHALLOW REMOVAL- POLES 30' AND GREATER.	EA	$4,750.00	1	$4,750.00
33	M/E	REMOVE	PRESTRESSED CONCRETE POLE	641-2-80		COMPLETE/DEEP REMOVAL- POLES 30' AND GREATER.	EA	$10,750.00	1	$10,750.00
34	I/O	INSTALL	PRESTRESSED CONCRETE POLE	641-2-30		(VARIOUS SIZES) INSTALL ONLY.	EA	$7,550.00	1	$7,550.00
STRAIN POLE - WOOD										
35	F/I	FURNISH/INSTALL	STRAIN POLE - WOOD POLE NOMINAL SIZE 40'	643-140	17727	DIRECT BURY METHOD - GUYING CONSIDERED INCIDENTAL.	EA	$1,675.00	2	$3,350.00
36	F/I	FURNISH/INSTALL	STRAIN POLE - WOOD POLE NOMINAL SIZE 50'	643-150		DIRECT BURY METHOD - GUYING CONSIDERED INCIDENTAL.	EA	$1,965.00	2	$3,930.00
37	M/E	REMOVE	STRAIN POLE WOOD - REMOVE	643-600		REMOVAL OF WOOD STRAIN POLE.	EA	$675.00	2	$1,350.00
ALUMINUM SIGNAL POLE										
38	F/I	FURNISH/INSTALL	ALUMINUM SIGNAL POLE - PEDESTAL	646-1-11	17764/17784	ALUMINUM SIGNAL POLE - PEDESTAL - FURNISH AND INSTALL POLE TO INCLUDE TRANSFORMER BASE AND HARDWARE, CONCRETE FOUNDATION, CONDUIT, GROUND ROD, AND LOCKING COLLAR. FOR REPLACEMENT OF A COMPLETE PEDESTRIAN SIGNAL ASSEMBLY.	AS	$1,278.00	10	$12,780.00
39	F/I	FURNISH/INSTALL	ALUMINUM SIGNAL POLE - PEDESTRIAN DETECTOR POST	646-1-12		ALUMINUM SIGNAL POLE - PEDESTRIAN DETECTOR POST- FURNISH AND INSTALL POST TO INCLUDE CONCRETE FOUNDATION, CONDUIT, GROUND ROD.	AS	$875.00	10	$8,750.00
STEEL MAST ARM ASSEMBLY										
40	M/E	REMOVE	STEEL MAST ARM ASSEMBLY - REMOVE	649-36-100	17743	FOR STEEL STRAIN POLES AND MAST ARM ASSEMBLIES UP TO CLASS VIII +/- 50'. REMOVE AND TRANSPORT WITHIN COUNTY. CONTRACTOR TO PROVIDE APPROPRIATELY SIZED CRANE AND TRUCK. RETURN ALL EQUIPMENT REMOVED TO MANATEE COUNTY TRAFFIC OPERATIONS. MAY BE USED TO SUPPORT RAPID RESPONSE FOR EMERGENCY REMOVALS DUE TO INCIDENTS, ACCIDENTS, ETC.	EA	$6,750.00	1	$6,750.00
41	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - GROUT PAD	649-38-000	17745	REMOVE/ REPLACE EXISTING GROUT PAD. PER MAST ARM STRUCTURE.	EA	$285.00	10	$2,850.00
42	F/I	FURNISH/INSTALL	MAST ARM REPAIR - MAINTENANCE - WIRE MESH SCREEN	649-38-000	17745 AND Section 649-6	INSTALL/ REPLACE CRITTER SCREEN AT OPENINGS ON MOMENT CONNECTION PLATE.	EA	$235.00	10	$2,350.00
43	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - SPOT PAINT <100 SQ INCHES	649-38-000	17745	REMOVE AND TREAT RUST SPOTS, SPOT PAINT. PER TREATMENT AREA.	EA	$985.00	10	$9,850.00
44	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - SPOT PAINT >100 SQ INCHES	649-38-000		REMOVE AND TREAT RUST SPOTS, SPOT PAINT. PER TREATMENT AREA. NOT TO EXCEED 300 SQ. INCHES PER TREATMENT AREA.	EA	$2,955.00	10	$29,550.00
45	M/E	REPAIR	MAST ARM REPAIR - MAINTENANCE - NUTS, HAND HOLE COVERS, TOE COVERS	649-38-000		TIGHTEN MAST ARM MOMENT CONNECTION NUTS, REPLACE MISSING NUTS, SECURE, INSTALL OR REPLACE MISSING HAND HOLE AND TOE COVERS. PER MAST ARM STRUCTURE. PER ASSEMBLY.	EA	$975.00	20	$19,500.00
VEHICULAR TRAFFIC SIGNAL										

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL F/O = FURNISH ONLY I/O = INSTALL ONLY M/E = MODIFY EXISTING		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
46	M/E	RELOCATE	VEHICULAR TRAFFIC SIGNAL - RELOCATE - 1, 3, 4 OR 5-SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-70	N/A	RELOCATE SIGNAL HEAD. ADJUSTMENT OF HARDWARE SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD & MUTCD 4D.15.	EA	$750.00	2	$1,500.00
47	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 1 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-11	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$525.00	4	$2,100.00
48	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 3 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-14	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$721.00	80	$57,680.00
49	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 4 SECTION W/REFLECTIVE BORDER BACKPLATE	650-1-16	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$985.00	4	$3,940.00
50	F/I	FURNISH/INSTALL	VEHICLE SIGNAL HEAD - 5 SECTION CLUSTER W/REFLECTIVE BORDER BACKPLATE	650-1-19	N/A	FOR INSTALLATION OR REPLACEMENT OF SIGNAL ASSEMBLY TO INCLUDE LED INSERT, BACKPLATE WITH REFLECTIVE BORDER, TUNNEL VISOR AND MOUNTING HARDWARE. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION A650 OF MSTCSD.	EA	$1,275.00	20	$25,500.00
VEHICULAR SIGNAL AUXILIARIES										
51	F/I	FURNISH/INSTALL	VEHICULAR SIGNAL AUXILIARIES - 12" LED MODULE – RE-LAMP	650-2-106	N/A	FOR RE-LAMPING INTERSECTIONS. REMOVAL OF EXISTING MODULE CONSIDERED INCIDENTAL.	EA	$325.00	200	$65,000.00
52	F/I	FURNISH/INSTALL	VEHICULAR SIGNAL AUXILIARIES - BACKPLATE W/ REFLECTIVE BORDER	650-1-19	N/A	FOR REPLACEMENT OF EXISTING OR MISSING BACKPLATES. REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	EA	$185.00	25	$4,625.00
PEDESTRIAN SIGNAL										
53	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL – RE-LAMP	653-1-11	N/A	FOR REPLACEMENT OF PEDESTRIAN LED COUNTDOWN MODULE ONLY. REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653.	EA	$215.00	80	$17,200.00
54	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL - (1 WAY)	653-1-11	17764	FOR INSTALLATION OF PEDESTRIAN SIGNAL TO INCLUDE, COUNTDOWN LED INSERT, HOUSING, AND MOUNTING HARDWARE- REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	AS	$448.00	40	$17,920.00
55	F/I	FURNISH/INSTALL	PEDESTRIAN SIGNAL - (2 WAY)	653-1-12	17764	FOR INSTALLATION OF PEDESTRIAN SIGNAL TO INCLUDE, COUNTDOWN LED INSERT, HOUSING, AND MOUNTING HARDWARE - REMOVAL OF EXISTING EQUIPMENT CONSIDERED INCIDENTAL.	AS	$955.00	20	$19,100.00
RECTANGULAR RAPID FLASHING BEACON										
56	F/I	FURNISH/INSTALL	RECTANGULAR RAPID FLASHING BEACON	654-2-21	TEM	FOR INSTALLATION OF COMPLETE ASSEMBLY - 1 WAY.	AS	$6,275.00	2	$12,550.00
57	F/I	FURNISH/INSTALL	RECTANGULAR RAPID FLASHING BEACON	654-2-22	TEM	FOR INSTALLATION OF COMPLETE ASSEMBLY - 2 WAY.	AS	$6,975.00	2	$13,950.00
MAST ARM, SPAN WIRE, AND POLE MOUNTING ASSEMBLIES										
58	M/E	REPAIR	MAST ARM, SPAN WIRE, POLE MOUNTING ASSEMBLY REPAIR/ REPLACE	659-1-11	N/A	INCLUDES REPLACEMENT OF DAMAGED TRAFFIC SIGNAL AND SIGN MOUNTING HARDWARE AND ADJUSTABLE HANGER ASSEMBLIES.	AS	$1,765.00	1	$1,765.00
59	M/E	REPAIR	MAST ARM, SPAN WIRE, POLE MOUNTING ASSEMBLY REPAIR/ REPLACE	659-1-12	N/A	INCLUDES REPLACEMENT OF DAMAGED TRAFFIC SIGNAL AND SIGN MOUNTING HARDWARE AND ADJUSTABLE HANGER ASSEMBLIES.	AS	$1,765.00	2	$3,530.00
LOOP ASSEMBLY										
60	F/I	INSTALL/REPAIR	LOOP TYPE B 6'X 6'	660-2-102	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$575.00	10	$5,750.00
61	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 20'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$675.00	10	$6,750.00
62	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 30'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$825.00	10	$8,250.00
63	F/I	INSTALL/REPAIR	LOOP TYPE A 6' X 40'	660-2-101	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,150.00	10	$11,500.00
64	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 20'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$875.00	10	$8,750.00
65	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 30'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$975.00	10	$9,750.00
66	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 40'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,275.00	10	$12,750.00
67	F/I	INSTALL/REPAIR	LOOP TYPE F 6' X 50'	660-2-106	17781	FURNISH AND INSTALL LOOP ASSEMBLY. CONNECT TO EXISTING LEAD IN CABLE. INSTALLATION OF NEW LEAD IN CABLE CONSIDERED ADDITIONAL PAY ITEM. COMPLETE INSTALLATION INCLUDES ALL MATERIALS, TOOLS AND EQUIPMENT.	AS	$1,475.00	5	$7,375.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL F/O = FURNISH ONLY I/O = INSTALL ONLY M/E = MODIFY EXISTING		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
VEHICLE DETECTION SYSTEM - MICROWAVE										
68	I/O	INSTALL	VEHICLE DETECTION SYSTEM - MICROWAVE	660-3-10	REFER TO MANATEE COUNTY DESIGN GUIDE	FOR COMPLETE SYSTEM INSTALLATION. ALL MAJOR MATERIALS PROVIDED BY COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	PI	$5,010.00	2	$10,020.00
69	F/I	INSTALL/REPAIR	VEHICLE DETECTION SYSTEM - MICROWAVE - ABOVE GROUND EQUIPMENT	660-3-12		FOR INSTALLATION OR REPLACEMENT OF ABOVE GROUND SYSTEM SENSORS. ALL MATERIALS AND SYSTEM SPECIFICATIONS MUST BE APPROVED BY THE COUNTY PRIOR TO PURCHASE.	EA	$6,102.00	5	$30,510.00
VEHICLE DETECTION SYSTEM - VIDEO										
70	F/O	REPAIR	VIDEO DETECTION SYSTEM - MAINTENANCE - PER INTERSECTION	660-4-80	REFER TO MANATEE COUNTY DESIGN GUIDE	CLEAN ALL LENSES, AND TIGHTEN CABLING AND CONNECTIONS, TERMINAL BOX, HOUSING AND MOUNTING BRACKETS. STRAIGHTEN CAMERA AND MOUNTING ASSEMBLY, AND READJUST DETECTION ZONES.	PI	$2,350.00	20	$47,000.00
71	I/O	INSTALL	VIDEO DETECTION SYSTEM (INSTALL) - CABINET EQUIPMENT (PER LOCATION)	660-4-31		FOR COMPLETE SYSTEM INSTALLATION. ALL MAJOR MATERIALS PROVIDED BY COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	EA	$2,310.00	2	$4,620.00
72	I/O	INSTALL	VIDEO CAMERA (INSTALL) - ABOVE GROUND EQUIPMENT (PER CAMERA)	660-4-32		USE FOR SINGLE OR MULTIPLE CAMERA INSTALLATIONS. COST PER SINGLE CAMERA INSTALLATION. ALL EQUIPMENT TO BE SUPPLIED BY MANATEE COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	EA	$2,350.00	2	$4,700.00
VEHICLE DETECTION SYSTEM - WIRELESS										
73	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - CABINET EQUIPMENT - (PER INTERSECTION)	660-5-31	REFER TO MANATEE COUNTY DESIGN GUIDE	ALL EQUIPMENT TO BE SUPPLIED BY MANATEE COUNTY, TO INCLUDE SENSORS, CABLE AND CONNECTORS, MOUNTING HARDWARE AND CONTROL EQUIPMENT. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR.	PI	$2,310.00	2	$4,620.00
74	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - ABOVE GROUND EQUIPMENT (PER SENSOR)	660-5-32		FOR NEW INSTALLATION OR REPLACEMENT OF EXISTING SENSORS OR EQUIPMENT. COST PER SENSOR INSTALLATION. REMOVAL OF EXISTING DEVICE CONSIDERED INCIDENTAL. MANATEE COUNTY WILL PROVIDE ALL MAJOR MATERIALS, EQUIPMENT AND SENSORS. CONTRACTOR TO PROVIDE ANY INCIDENTAL ITEMS SUCH AS MISCELLANEOUS CONNECTORS OR HARDWARE TO COMPLETE THE INSTALLATION.	EA	$2,350.00	10	$23,500.00
75	I/O	INSTALL AND/OR REPLACE	VEHICLE DETECTION SYSTEM - WIRELESS - IN ROAD ELECTRONICS (PER SENSOR)	660-5-33		INSTALL PER MANUFACTURER SPECIFICATIONS. UPON REMOVING OR INSTALLING SENSOR THE ROAD SURFACE/PAVEMENT IS TO BE RESTORED TO ORIGINAL GRADE - SENSORS PROVIDED BY COUNTY.	EA	$275.00	10	$2,750.00
PEDESTRIAN DETECTOR										
76	I/O	INSTALL	PEDESTRIAN DETECTOR	665-1-30	REFER TO MANATEE COUNTY DESIGN GUIDE	INSTALL PEDESTRIAN DETECTOR . REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL DETECTORS.	EA	$75.00	20	$1,500.00
77	I/O	INSTALL/REPLACE	PEDESTRIAN DETECTOR - STANDARD PUSHBUTTON	665-1-90		DIAGNOSE AND REPAIR PEDESTRIAN DETECTOR PUSHBUTTON. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL PUSH BUTTONS.	EA	$95.00	20	$1,900.00
78	I/O	INSTALL/REPLACE	PEDESTRIAN DETECTOR - ACCESSIBLE (AUDIBLE) PUSHBUTTON	665-1-90		DIAGNOSE AND REPAIR AUDIBLE PEDESTRIAN DETECTOR PUSHBUTTON. REMOVAL OF EXISTING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL - ADDITIONAL INFO SECTION 653. REPLACEMENT OF CABLING CONSIDERED ADDITIONAL. COUNTY SHALL PROVIDE ALL PUSH BUTTONS. RETURN DAMAGED AUDIBLE PUSHBUTTONS TO THE COUNTY FOR REPAIR.	EA	$115.00	5	$575.00
TRAFFIC CONTROLLER ASSEMBLY										
79	I/O	INSTALL	TRAFFIC CONTROLLER ASSEMBLY - CONTROLLER WITH CABINET	670-5-300	17841	EQUIPMENT PROVIDED BY COUNTY. REMOVAL OF EXISTING CONTROLLER CABINET AND EQUIPMENT SHALL BE CONSIDERED INCIDENTAL. REMOVAL AND RE-INSTALLATION OF UPS AND UPS CABINET CONSIDERED AS AN ADDITIONAL ITEM. DOES NOT INCLUDE FOUNDATION.	AS	$5,610.00	2	$11,220.00
80	M/E	RELOCATE	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION	670-5-500	17841	INCLUDES RELOCATING OR REBUILDING EXISTING CONTROLLER CABINET FOUNDATION. INCLUDES REMOVAL AND DISPOSAL OF OLD BASE MATERIAL, REWORK EXISTING CONDUIT, INSTALL NEW CONCRETE FOUNDATION, AND RESTORE WORKSITE TO THE PRE-WORK CONDITION.	EA	$3,765.00	2	$7,530.00
81	M/E	REMOVE	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION - REMOVE	670-5-600	17841	INCLUDES REMOVAL ONLY OF EXISTING CONTROLLER CABINET AND FOUNDATION. INCLUDES DISPOSAL OF OLD BASE MATERIAL, AND RESTORE WORKSITE TO THE PRE-WORK CONDITION.	EA	$750.00	2	$1,500.00
82	I/O	INSTALL	TRAFFIC CONTROLLER ASSEMBLY - CONCRETE FOUNDATION - INSTALL	670-5-100	17841	FURNISH AND INSTALL CONTROLLER CABINET CONCRETE FOUNDATION. INCLUDES, TECH LANDING PAD AND CONDUIT. COUNT AND SPACING OF CONDUIT MAY VARY PER INSTALLATION. MAY BE USED FOR CONTROLLER CABINET OR EMERGENCY GENERATOR CABINET.	EA	$2,750.00	2	$5,500.00
ITS CABINET										
83	I/O	INSTALL	ITS CABINET - CCTV	676-2-300	18108	INSTALL ITS CABINET FOR CCTV. COUNTY TO PROVIDE CABINET. CONTRACTOR SHALL PROVIDE ALL HARDWARE AND MATERIALS TO MOUNT THE CABINET, CONNECT POWER AND COMMUNICATION.	EA	$2,305.00	2	$4,610.00
SYSTEM CONTROL EQUIPMENT										
84	I/O	INSTALL	ADAPTIVE SIGNAL CONTROL SYSTEM - INSTALL	680-1-300	N/A	FOR INSTALLATION ONLY OF ADAPTIVE SIGNAL CONTROL SYSTEM. COUNTY TO PROVIDE ALL MATERIALS.	PI	$375.00	1	$375.00
CCTV CAMERA										
85	I/O	INSTALL	CCTV CAMERA	682-1-33	REFER TO MANATEE COUNTY DESIGN GUIDE	FOR INSTALLATION OF CAMERA. REMOVAL OF EXISTING CAMERA CONSIDERED INCIDENTAL. RETURN ALL REMOVED DEVICES TO THE COUNTY.	EA	$1,945.00	2	$3,890.00
FIBER OPTIC CABLE										
86	I/O	INSTALL	FIBER OPTIC CABLE - INSTALL ONLY - BRIDGE MOUNT	633-1-310	18202-18204	INSTALL FIBER OPTIC CABLE, BRIDGE MOUNT, VARIOUS SIZES. ALL MATERIALS PROVIDED BY MANATEE COUNTY.	LF	$1.00	1,000	$1,000.00
87	I/O	INSTALL	FIBER OPTIC CABLE - INSTALL ONLY - UNDERGROUND	633-1-320	18202-18204	INSTALL FIBER OPTIC CABLE, UNDERGROUND, VARIOUS SIZES. ALL PROVIDED BY MANATEE COUNTY.	LF	$1.00	5,000	$5,000.00
FIBER OPTIC CONNECTION										
88	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION - SPLICE	633-2-31	REFER TO MANATEE COUNTY DESIGN	INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$47.00	288	$13,536.00

LINE ITEM NO.	ACTIVITY F/I = FURNISH & INSTALL F/O = FURNISH ONLY I/O = INSTALL ONLY M/E = MODIFY EXISTING		DESCRIPTION	PAY ITEM	DESIGN REF/ FDOT INDEX	NOTES	UNIT OF MEASURE	UNIT BID PRICE	MULTIPLIER	EXTENDED BID PRICE
89	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION - TERMINATION	633-2-31	GUIDE	INSTALL FIBER OPTIC CABLE SPLICE, PER TERMINATION, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$45.00	16	$720.00
FIBER OPTIC CONNECTION - HARDWARE										
90	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - SPLICE ENCLOSURE	633-3-11	REFER TO MANATEE COUNTY DESIGN GUIDE	INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$475.00	1	$475.00
91	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - SPLICE TRAY	633-3-12		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE , ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$75.00	1	$75.00
92	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE – PRE-TERMINATED CONNECTOR ASSEMBLY	633-3-13		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$375.00	1	$375.00
93	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - BUFFER TUBE FAN OUT KIT	633-3-14		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$475.00	1	$475.00
94	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - PATCH PANEL – PRE-TERMINATED	633-3-15		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$275.00	1	$275.00
95	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - PATCH PANEL - FIELD TERMINATED	633-3-16		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$425.00	1	$425.00
96	F/I	FURNISH/INSTALL	FIBER OPTIC CONNECTION- HARDWARE - CONNECTOR PANEL	633-3-17		INSTALL FIBER OPTIC CABLE SPLICE, PER SPLICE, ALL MATERIALS TO BE PROVIDED BY CONTRACTOR.	EA	$425.00	1	$425.00
UNINTERRUPTABLE POWER SUPPLY										
97	F/I	FURNISH/INSTALL	UNINTERRUPTABLE POWER SUPPLY	685-1-13	REFER TO MANATEE COUNTY DESIGN GUIDE	FURNISH AND INSTALL A COMPLETE UPS ASSEMBLY TO INCLUDE, UPS, CABINET AND BATTERIES. ALL MATERIALS SHALL BE APPROVED BY THE COUNTY BEFORE PURCHASE AND INSTALLATION.	EA	$6,586.00	2	$13,172.00
98	I/O	INSTALL/REPAIR	UNINTERRUPTABLE POWER SUPPLY - BATTERY	685-1-231		INSTALL/ REPLACE BATTERY. MAJOR MATERIAL PROVIDED BY THE COUNTY. INCIDENTAL ITEMS TO BE PROVIDED BY THE CONTRACTOR. PAY ITEM INCLUDES REMOVAL AND DISPOSAL OF EXISTING BATTERY THROUGH COUNTY BATTERY SUPPLIER.	EA	$1,385.00	20	$27,700.00
SINGLE POST SIGN										
99	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	700-1-11	FDOT BOE	THESE ITEMS INCLUDE ALL SIGN PANEL(S), POST(S) AND FOUNDATION FOR A COMPLETE ASSEMBLY. ENSURE THAT SIGN ASSEMBLIES MEET THE WIND LOAD AREA REQUIREMENTS OF THE DESIGN STANDARDS. FOR DETERMINING THE SHEETING AREA FOR PAYMENT, ADD THE AREA OF ALL SIGN MESSAGES ON THE ASSEMBLY (FRONT AND BACK MESSAGES).	AS	$575.00	1	$575.00
100	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	700-1-12			AS	$1,375.00	1	$1,375.00
101	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	700-1-13			AS	$3,275.00	1	$3,275.00
102	F/I	FURNISH/INSTALL	SINGLE POST SIGN, F&I GROUND MOUNT, 31+ SF	700-1-14			AS	$4,750.00	1	$4,750.00
103	M/E	REPAIR	SINGLE POST SIGN, F&I GROUND MOUNT REPAIR	700-1-80		FOR REPAIR OF GROUND MOUNT TRAFFIC SIGNS, INCLUDES POLE (U-CHANNEL AND BASE) REPLACEMENT AS NEEDED.	AS	$375.00	1	$375.00
INTERNALLY ILLUMINATED SIGN										
104	I/O	INSTALL	INTERNALLY-ILLUMINATED SIGN - INSTALL ONLY	700-5-40	17748	FOR INSTALLATION OF INTERNALLY ILLUMINATED SIGN. INSTALLATION OF POWER CABLE CONSIDERED INCIDENTAL. COUNTY TO PROVIDE ALL SIGNS. CONTRACTOR SHALL PROVIDE ALL MOUNTING HARDWARE, CABLING AND MISCELLANEOUS CONNECTORS HARDWARE TO COMPLETE THE INSTALLATION. ADDITIONAL INFO SECTION A699.	EA	$1,022.00	1	$1,022.00
105	M/E	REMOVE	INTERNALLY-ILLUMINATED SIGN - REMOVAL	700-5-60	17748	REMOVAL OF SIGN ASSEMBLY. MAY BE USED FOR UPGRADES OR REPLACEMENTS.	EA	$750.00	1	$750.00
106	M/E	MODIFY	INTERNALLY-ILLUMINATED SIGN - LED RETROFIT	M700-5-70	REFER TO MANATEE COUNTY DESIGN GUIDE	REMOVAL OF FLUORESCENT LAMP AND BALLAST AND REPLACE WITH FDOT APPROVED LED RETROFIT KIT. CONTRACTOR TO DISPOSE OF LAMPS, BALLASTS, OR UNUSABLE MATERIALS PROPERLY. CONTRACTOR TO PROVIDE MATERIALS.	EA	$2,165.00	1	$2,165.00
107	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REPAIR - LED	M700-5-70		DIAGNOSE AND REPAIR LED SIGN. REPLACE LED DRIVER. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,375.00	20	$27,500.00
108	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REPAIR - FLUORESCENT	M700-5-70		DIAGNOSE AND REPAIR FLUORESCENT SIGN. REPLACE LAMP AND BALLAST. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,275.00	5	$6,375.00
109	M/E	REPAIR	INTERNALLY-ILLUMINATED SIGN - REFACE	M700-5-70		REPLACE EXISTING SIGN FACE. REPLACEMENT SHALL BE EXACT FIT, USE EXISTING DESIGN, AND FDOT AND MUTCD COMPLIANT MATERIALS. CONTRACTOR TO PROVIDE MATERIALS.	EA	$1,475.00	20	$29,500.00
110	M/E	REMOVE/INSTALL	INTERNALLY-ILLUMINATED SIGN - RELOCATE SIGN	700-5-50		INCLUDES RELOCATING AND RECONNECTING ALL WIRING AND HARDWARE. CONTRACTOR TO PROVIDE ANY ADDITIONAL MATERIALS NECESSARY TO COMPLETE THE INSTALLATION. SPLICES IN CONDUCTORS MAY BE PERMITTED ONLY AT HAND HOLE ACCESS POINTS. ALL CABLING SHALL BE PROPERLY DRESSED AND TAGGED.	EA	$975.00	1	$975.00
FLASHING BEACONS										
111	I/O	INSTALL	SIGN BEACON - INSTALL ONLY	700-12-41	11862	COUNTY TO PROVIDE MATERIALS. CONTRACTOR TO REMOVE AND DISPOSE OF DEBRIS, RESTORE LANDSCAPE TO THE PRE-WORK GRADE CONSTRUCTION CONDITION AND BE COMPATIBLE WITH SURROUNDING GROUND AREAS.	EA	$1,375.00	1	$1,375.00
SERVICES										
112	F/O	FURNISH	LABOR	None	N/A	COST PER TECHNICIAN PER HOUR.	HR	$65.00	1	$65.00
113	F/O	FURNISH	MATERIAL	None	N/A	FOR ADDITIONAL MATERIALS. MARKUP NOT TO EXCEED 10%.	EA	$1.00	1	$1.00
114	F/O	FURNISH	MOBILIZATION	101- Maint	FDOT BOE	THIS ITEM IS PAID PER LOCATION FOR SHORT DURATION WORK LASTING LESS THAN 2 DAYS. THIS ITEM IS USED FOR MOBILIZATION AND MOT COSTS ASSOCIATED WITH TROUBLE CALLS AND EMERGENCY RESPONSE. NO ADDITIONAL MOT PAY ITEMS MAY BE USED WITH THIS ITEM.	EA	$750.00	1	$750.00
115	F/O	FURNISH	MAINTENANCE OF TRAFFIC (MOT)	102-1- MOT	FDOT BOE	FOR PROJECTS LASTING TWO (2) OR MORE DAYS AT THE SAME PROJECT LOCATION, PROVIDE MAINTENANCE OF TRAFFIC BILLED PER DAY. COSTS FOR TEMPORARY MOT LASTING LESS THAN TWO (2) DAYS TO BE INCLUDED IN MOBILIZATION COSTS (SEE 101-MAINT).	DAY	$875.00	1	$875.00
116	F/O	FURNISH	HEAVY EQUIPMENT	M-1-A	N/A	PROVIDE HOURLY USE OF SPECIALTY HEAVY EQUIPMENT. THIS PAY ITEM IS NOT TO BE USED IN COMBINATION WITH FURNISH AND INSTALL PAY ITEMS ABOVE.	HR	$110.00	1	$110.00
117	F/O	FURNISH	PROFESSIONAL/TECHNICAL SERVICES	M-2-A	N/A	PROVIDE HOURLY PROFESSIONAL AND TECHNICAL SERVICES. THIS PAY ITEM IS NOT TO BE USED IN COMBINATION WITH FURNISH AND INSTALL PAY ITEMS ABOVE.	HR	$65.00	1	$65.00

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Billy Masila, as [INSERT TITLE] CEO of [INSERT CONTRACTOR NAME] B.E Signal and Lighting Inc (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 21-R076431BB for Traffic Signal and Intelligent Transportation Sys Maintenance
DATED this 14 day of May, 20 21.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 14 day of May, 2021, by [NAME] Billy Masila, as [TITLE] CEO of [CONTRACTOR] B.E Signal and Lighting. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Notary Signature

Notary Public State of Florida
Henilieta Vave
My Commission GG 958019
Expires 02/12/2024

Commission No. _____

EXHIBIT D, INSURANCE REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ **Automobile Liability Insurance Required Limits**
Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ **Employer's Liability Insurance**
Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

☒ **Worker's Compensation Insurance**

☐ **US Longshoremen & Harbor Workers Act**

☐ **Jones Act Coverage**
Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit
- $ General Aggregate

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate

☐ **Hazardous Waste Transportation Insurance**
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured,

and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

A. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

   In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists

"Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

B. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall be non-contributory.

C. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages
The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

General Insurance Provisions Applicable To All Policies:

A. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

B. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

C. In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

The project's solicitation number and title shall be listed on each certificate.

D. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

E. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

F. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

G. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

H. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

I. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR'S deductible or self-insured retention and to require that it be reduced or eliminated.

J. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.

K. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

L. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

EXHIBIT D, CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: 5.14.21

Contractor's Name: B & E Signal and Lighting Inc

Authorized Signature: [signature]

Printed Name/Title: Billy T Masila, CEO

Insurance Agency: Brown & Brown

Agent Name: Zach Schumacher

Agent Phone: 941-893-2208

Please return this completed and signed statement with your agreement.

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-038NT with Cintas Corporation No. 2

SUGGESTED ACTION: Approve the agreement for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Cintas Corporation No. 2, a Nevada limited liability company ("Vendor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish uniforms and workplace supplies. This Contract is in accordance with the specifications per Agreement No. 3702-22-4618 between University of Nebraska/OMNIA Partners and the Vendor, for the provision of uniforms and workplace supplies, including all amendments thereto, and the Workplace Solutions Cooperative Acceptance Agreement ("Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 1, 2028, with an option to renew for an additional five (5) year term the following modifications.

FINANCIAL IMPACT:
City-wide usage. Funds are coming from Object Code (552300) gear/uniform.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-25-038NT with Cintas Corporation No. 2.

ATTACHMENTS:

Agreement PB-25-038NT with Cintas

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-038NT BETWEEN
THE CITY OF BRADENTON AND CINTAS CORPORATION NO. 2

Cintas Corporation No. 2, a Nevada limited liability company ("Vendor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish uniforms and workplace supplies. This Contract is in accordance with the specifications per Agreement No. 3702-22-4618 between University of Nebraska/OMNIA Partners and the Vendor, for the provision of uniforms and workplace supplies, including all amendments thereto, and the Workplace Solutions Cooperative Acceptance Agreement ("Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 1, 2028, with an option to renew for an additional five (5) year term the following modifications:

1. All references to "University of Nebraska" and "University" shall be replaced with "City of Bradenton" and "City".

2. Section 14 of the Contract shall be deleted in its entirety and replaced with the following:

   This Contract shall be governed by the laws of the State of Florida and venue for any dispute arising out of this Contract shall be in Manatee County, Florida.

3. Section 19 of the Contract shall be deleted in its entirety and replaced with the following:

   Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Vendor shall comply with Florida's public records laws as follows:

   A. Vendor shall keep and maintain public records required by the City in order to perform the service;

   B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Vendor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract if Vendor does not transfer the records to the City;

D. Vendor shall upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Vendor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

4. A new section, E-Verify, shall be added to the Contract as follows:

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Contract. Vendor hereby warrants that it

has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If Vendor has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the City.

5. A new section, Notice, shall be included in the Contract as follows:

Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**
To Vendor:	Cintas Corporation No. 2 Attn: Adam Friederich, Key Account Manager 9300 MCI Dr. Pinellas Park, FL 33782 Email: FriederichA@cintas.com

This Contract is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

_____	7/30/25
_____, _____	Date
Cintas Corporation No. 2	
_____	_____
Gene Brown, Mayor	Date
City of Bradenton	
Erin Jones	8/4/2025
Erin Jones NIGP-CPP, CPPO, CPPB	Date
Purchasing Manager City of Bradenton	

5241106v1

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Re ersity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement.**

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Re[illegible]sity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Cor[illegible]

Signature: [illegible]

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

Location #: 069
Contract #: 210239969
Customer #: See Location Listing
Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #210239969
GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Date: 7/72025

Customer/Participating Agency: City of Bradenton ("Customer") Phone: 941-932-9467
Address: 101 Old Main Street City: Bradenton State: FL Zip: 34205

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	Please See Products and Pricing listed below Page 7-9	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	$ 1.058 ea	Standard Agency Emblem	$ 1.058	ea
Custom Agency Emblem	$ 1.058 ea	Embroidery	$ NA	ea
Uniform Advantage	Item:		$ 0.03	ea per week
Premium Uniform Advantage	Item:		$ NA	ea per week
Emblem Advantage	Item:		$ 0.03	ea per week
Prep Advantage	Item:		$ 0.03	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	$ 0.529 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ 0.20	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$ NA			
Payment Terms: Net 45				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
	Please See Products and Pricing listed below Page 7-9			
	Boots and shoes to be purchased from Cintas as well			
	Any boot/shoe under $200.00 from our catalog will be			
	sold / honored at the City of Bradenton's Per Diem.			
	Return's and size changes will be done at no cost.			

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: Please See attached Excel For	% of inventory 4	$1.178	ea
Automatic Lost Replacement Charge	Item: Please See attached Excel For	% of inventory	$NA	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: AF Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution - Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution - Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: AF Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?

    ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

    ☐ Yes ☒ (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

    ☐ Yes, additional terms required
    ☒ No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 069	Customer Signature:
Cintas Representative Signature:	Print Name:
Title: Account Manager	Print Title:
Accepted-GM: M Smiens	Email:
Cintas Enterprise Account: ☐ Yes ☐ No	Customer Contact:
Cintas Enterprise Partner Name:	Customer Contact Email:

Cintas Representative Initials: AF Customer Initials:

Accounts Payable Contact
Billing Information

CINTAS
READY FOR THE WORKDAY

How should the Business Name read on the invoice? As is

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐✔YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Same

Account Payable Contact Phone #: Same

Account Payable Email: Same

Payer Street Address: Same

City: Same ST/PROV: Same ZIP/PC: Same

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐✔**Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address: Same

City: Same ST/PROV: Same ZIP/PC: Same

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐✔**Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: AF Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	Please See Products and Pricing listed below Page 7-9	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
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		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
	Please See Products and Pricing listed below Page 7-9			

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: AF Customer Initials: _____

LOCATION LISTING

Sites listed below

13488745 - CITY OF BRADENTON ELECTRIC
CITY OF BRADENTON BRADENTON FL 34205

13488098 - CITY OF BRADENTON-SOLID W
1520 6TH ST W BRADENTON FL 34205-7200

13488131 - CITY OF BRADENTON GARAGE
CITY OF BRADENTON BRADENTON FL 34205

13488141 - CITY OF BRADENTON STREETS
CITY OF BRADENTON BRADENTON FL 34205

13488152 - CITY OF BRADENTON LANDSCAPING
CITY OF BRADENTON BRADENTON FL 34205

13488671 - CITY OF BRADENTON WATER
CITY OF BRADENTON BRADENTON FL 34203

13488769 - CITY OF BRADENTON-WATER D
1411 9TH AVE W BRADENTON FL 34205

13488198 - CITY OF BRADENTON LIFT ST
CITY OF BRADENTON BRADENTON FL 34205

13488089 - CITY OF BRADENTON STORM
CITY OF BRADENTON BRADENTON FL 34205

13488060 - CITY OF BRADENTON SEWER C
CITY OF BRADENTON BRADENTON FL 34205

22271513 - CITY OF BRADENTON
101 12TH ST W BRADENTON FL 34205-7865

13488147 - CITY OF BRADENTON
1801 27TH ST E BRADENTON FL 34208-7402

13489455 - CITY OF BRADENTON
101 12TH ST W BRADENTON FL 34205-7865

13492842 - CITY OF BRADENTON-PUBLIC
1411 9TH ST W BRADENTON FL 34205-7217

13488710 - CITY OF BRADENTON-ENGINEE
1411 9TH ST W BRADENTON FL 34205-7217

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	01	ANY	1.587
X10186	4X6 ACTIVE SCRAPER - Rental	01	ANY	5.353
X1800	3X5 COFFEE MAT - Rental	01	ANY	4.175
X2160	SM SHOP TWL-RED - Rental	01	ANY	0.072
X2477	3X5 SCRAPER MAT - Rental	01	ANY	1.777
X7190	DISP RESTROOM MAT SVC - Rental	01	ANY	2.116
X7191	DISP RESTROOM MAT RFL - Rental	04	ANY	0.000
X84050	3X10 BROWN MAT - Rental	01	ANY	4.739
X84320	3X5 BLUE MAT - Rental	01	ANY	2.370
X84335	3X5 BLACK MAT - Rental	01	ANY	2.370
X84350	3X5 BROWN MAT - Rental	01	ANY	2.370
X84435	4X6 BLACK MAT - Rental	01	ANY	3.555
X9207	SANIS BOWL CLIP SVC - Rental	01	ANY	1.851
X9314	HVY DTY SCRUB SVC - Rental	01	ANY	3.880
X9315	HD SHELL SHOCK 1000ML - Rental	02	ANY	0.000

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X20555	MENS FR CONTROL 2 T SHIRT - Rental	01	ANY	1.150
X23270	MENS CMFORTFLX PRO CARGO PANT - Rental	01	ANY	1.114
X23273	MENS COMFORTFLEX PRO SHIRT - Rental	01	ANY	0.736
X23273	MENS COMFORTFLEX PRO SHIRT - Rental	01	ANY	0.334
X23389	LADIES CMFORTFLX PRO CARGO PNT - Rental	01	ANY	0.769
X23390	LADIES COMFORTFLEX PRO PANT - Rental	01	ANY	0.276
X23390	LADIES COMFORTFLEX PRO PANT - Rental	01	ANY	0.546
X23945	MENS CMFORTFLX PRO WORK PANT - Rental	01	ANY	0.983
X259	MENS PROKNIT NG SHIRTS - Rental	01	ANY	0.219
X270	MENS CARGO PANTS - Rental	01	ANY	0.241
X275	MENS SNAG RESISTANT MM POLO - Rental	01	ANY	0.237
X294	CARHARTT FR WORK SH - Rental	01	ANY	0.458
X299	CINTAS POLO - Rental	01	ANY	0.437
X330	MENS COTTON WORK SHIRT - Rental	01	ANY	0.256
X340	CINTAS COTTON PANT - Rental	01	ANY	0.241
X370	MENS CARGO SHORT - Rental	01	ANY	0.241
X371	FR CARHARTT WORK PNT - Rental	01	ANY	0.458
X374	MENS DRESS OXFORD - Rental	01	ANY	0.441
X380	LADIES SUSAN FIT CARGO SHORTS - Rental	01	ANY	0.682
X381	CARHARTT 5 PKT JN - Rental	01	ANY	0.599
X390	LADIES SUSAN FIT WORK PANTS - Rental	01	ANY	0.276
X392	FRSHRTCRHRTT5.3INHRT - Rental	01	ANY	0.728

X394	CINTAS DENIM JEAN - Rental	01	ANY	0.599
X395	LADIES CATHY FIT WORK PANTS - Rental	01	ANY	0.546
X44131	FR REPLACEMENT SHIELD - Rental	01	ANY	3.300
X45319	FR CONTROL SHROUD - Rental	01	ANY	3.250
X53641	TSHRT ANSI CLASS 2 W/REFL - Rental	01	ANY	0.492
X60194	SAFETY GLASSES - Rental	01	ANY	0.210
X60196	COTTON ARC GLOVE BAG - Rental	01	ANY	0.500
X65418	MENS HIVIS SHRT CLASS 3 TYPE R - Rental	01	ANY	0.452
X65493	MENS FOOD PROCESSING POLO - Rental	01	ANY	0.236
X66275	LADIES SNAG RESISTANT POLO - Rental	01	ANY	0.615
X66528	LADIES DRESS OXFORD - Rental	01	ANY	0.241
X69526	MENS HI VIS T SHIRT - Rental	01	ANY	0.251
X73478	FRDUNGRE CRHRT INHRT - Rental	01	ANY	0.672
X74008	M FR FULL SWING QUICK DUCK JCK - Rental	01	ANY	2.140
X74437	ELCTRCAL GEAR BAG - Rental	01	ANY	0.750
X74501	TYPE1 CLAS E HARDHAT - Rental	01	ANY	0.250
X75491	ARCGUARD FR KNIT GLOVES - Rental	01	ANY	0.750
X79573	MEN FR QUICK DCK HOOD - Rental	01	ANY	0.720
X865	MENS PLEATED UNIFORM SLACKS - Rental	01	ANY	0.296
X86933	11INCLASS 0 RUBBER INSULT GLVS - Rental	01	ANY	2.000
X86938	10IN LEATHER GLOVE PROTECTORS - Rental	01	ANY	0.750
X935	CINTAS COMFORT MENS SHIRT - Rental	01	ANY	0.176
X935	CINTAS COMFORT MENS SHIRT - Unilease	01	ANY	0.176
X945	MENS COMFORT PANT WORK PANTS - Rental	01	ANY	0.241

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-019NT Pavement Marking and Striping Services

SUGGESTED ACTION: Authorize award and pursue a contract with McShea Contracting.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 12, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-19NT to select a contractor for Pavement Marking and Striping Services. Notice of this IFB was made through OpenGov (22,630 vendors were notified). 492 vendors viewed the solicitation, and 4 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

McShea Contracting having submitted the lowest responsive and responsible bid is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-019NT and pursue a contract with

McShea Contracting.

ATTACHMENTS:
NORA 25-019NT Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-019NT		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Pavement Marking and Striping				
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB				
DEPARTMENT	Streets & Drainage Department				
ADVERTISED DATE	6/12/2025		**RESPONSE DATE**	7/7/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22661	**VIEWS**	468	**RESPONSES**	4

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Solar Champs, LLC.	Hollywood, FL	$155,902.55*
LSS Construction Group, LLC.	Brandon, FL	$203,771.74*
McShea Contracting	**Lehigh acres, FL**	**$219,540.00**
Southern Striping Solutions, LLC.	Fort Myers, FL	$897,686.85

*Deemed non-responsible

RECOMMENDED AWARD
McShea Contracting having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	7/22/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Nicholas Toth, CPPB Purchasing Analyst

DATE: July 22, 2025

SUBJECT: Award Recommendation for 25-019NT Pavement Marking and Striping

BACKGROUND:

On June 12, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-19NT to select a contractor for Pavement Marking and Striping Services. Notice of this IFB was made through OpenGov (22,630 vendors were notified). 492 vendors viewed the solicitation, and 4 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then checked the responsibility of the apparent low bidder, Solar Champs, LLC. After numerous attempts via email and phone calls to contact the references provided by Solar Champs, LLC. the City was unable to get in contact with any reference to verify that Solar Champs, LLC. met the requirements as set forth in Section 2.3. A Qualifications of the Solicitation. Therefore, Solar Champs, LLC was deemed non-responsible. Purchasing then moved onto the second lowest apparent bidder, LSS Construction Group, LLC. LSS Construction Group, LLC. was deemed non-responsible for failing to meet all requirements as required in Section 2.3. A Qualifications of the solicitation. Purchasing then moved onto the third lowest apparent bidder, McShea Contracting. Purchasing verified the references and found the requirements established in the solicitation documents were met. Copies of the reference checks are attached.

RECOMMENDATION:

I recommend award to McShea Contracting as the responsive and responsible bidder.

Solicitation #: 25-019NT Solicitation Title: Pavement Marking and Striping

OFFEROR	INTEREST IN COMPETITIVE BIDDING	SUNBIZ VERIFICATION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY CRIMES	BREACH OF CONTRACT DISCLOSURE	ANTI-HUMAN TRAFFICKING	DRUG FREE	SCRUTINIZED COMPANY CERTIFICATION	LICENSES	REFERENCES	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
Solar Champs, LLC.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	$155,902.55	Did not receive required amount of references back in allotted timeframe.
LSS Construction Group, LLC.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	$203,771.74	Two of the three references received did not include Maintenace of Traffic
McShea Contracting	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**$219,540.00**	
Southern Striping Solutions, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$897,686.85	

From: Ketron, Craig (Preferred Materials)
To: Nicholas Toth
Subject: [EXTERNAL] Re: [EXT] RE: 25-019NT Pavement Marking and Striping - Reference Check
Date: Monday, July 21, 2025 5:48:18 PM
Attachments: image001.png
Sublet Request #1- Acme-McShea-Ongrade-Thompkins-lira- S Striping Solutions-Slagter.pdf
T1806BSN SR 72 Sarasota.pdf
#1 - 213495 McShea Fully Executed.pdf

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

Good afternoon, I have attached some paperwork for a couple of projects we used McShea on.
One is a FDOT project and the other is for Charlotte Co roadway resurfacing.
They are also currently working on many FDOT projects and another Charlotte Co project that we were awarded in 2024.

1. Have they provided Painted Pavement Marking and Striping services?
   YES
2. Have they provided Thermoplastic Pavement Marking and Striping services?
   YES
3. Have they provided at least 100,000 LF of marking and striping in a year?
   YES
4. Did the work include Maintenance of Traffic (MOT) service?
   YES During Thermoplastic Placement
5. Was this work completed within the past 5 years?
   YES
6. Was the work completed on time?
   YES
7. If it was not completed on time what was the delay?

8. Were there any change orders issued against the contract?
   YES, owners add streets and additional quantity.
9. Is there any additional information you would like to provide?
   We have used McShea for multiple years on many successful projects.

Craig Ketron
Estimating Manager
Asphalt Division - South Region

Preferred Materials, Inc.
A CRH COMPANY
5701 E. Hillsborough Avenue, Suite 1122
Tampa, Florida 33610

From: Manuel Gomez
To: Nicholas Toth
Cc: Faith Jackson
Subject: [EXTERNAL] RE: 25-019NT Pavement Marking and Striping - Reference Check
Date: Thursday, July 17, 2025 11:33:47 AM
Attachments: image002.png
image005.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.

Nicholas,

Answers are in red.

Best regards,

Manuel "Manny" Gomez
Senior Project Manager
Public Works
Pasco County
P 727-834-3611 ext. 8519
C 727-457-8530
4454 Grand Blvd,
New Port Richey, FL 34652
magomez@mypasco.net
www.pascocountyfl.net

From: Nicholas Toth <Nicholas.Toth@bradentonFL.gov>
Sent: Wednesday, July 16, 2025 4:06 PM
To: Manuel Gomez <magomez@pascocountyfl.net>
Subject: 25-019NT Pavement Marking and Striping - Reference Check
Importance: High

Good afternoon,

The City of Bradenton recently solicited services for Pavement Marking and Striping Services. You were listed as a reference for McShea Contracting. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July

21st. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided Painted Pavement Marking and Striping services?
   Yes

2. Have they provided Thermoplastic Pavement Marking and Striping services?
3. Yes

4. Have they provided at least 100,000 LF of marking and striping in a year?
5. Yes

6. Did the work include Maintenance of Traffic (MOT) service?
7. Yes

8. Was this work completed within the past 5 years?
9. Yes

10. Was the work completed on time?
    No in some cases

11. If it was not completed on time what was the delay?
    Weather, torrential rainfall.

12. Were there any change orders issued against the contract?
    To increase purchase authority to complete additional road surface striping and pavement marking replacement projects.

13. Is there any additional information you would like to provide?
    None at this time.

Thank you,

From: Christie Alvaro
To: Nicholas Toth
Subject: [EXTERNAL] RE: 25-019NT Pavement Marking and Striping - Reference Check
Date: Monday, July 21, 2025 5:01:03 PM
Attachments: image001.png
scaledajaxcmyk1x1logo@4x_cceff1a0-4c6f-4c00-9488-6cd0bea654d1.png

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

Hi Nicholas –
Sorry for the delay in response. Please see below for my responses (in blue) to the questions you asked concerning McShea Contracting:

1. Have they provided Painted Pavement Marking and Striping services? Yes
2. Have they provided Thermoplastic Pavement Marking and Striping services? Yes
3. Have they provided at least 100,000 LF of marking and striping in a year? Yes
4. Did the work include Maintenance of Traffic (MOT) service? They cover MOT services for their own crews as necessary.
5. Was this work completed within the past 5 years? Yes
6. Was the work completed on time? Yes
7. If it was not completed on time what was the delay? N/A
8. Were there any change orders issued against the contract? No
9. Is there any additional information you would like to provide? McShea is a great contractor to work with and we would recommend them for striping services.

Thank you
Christie Alvaro

Christie Alvaro
Director of Estimating
M: 941-650-3046
E: Calvaro@ajaxpaving.com
One Ajax Drive, North Venice, FL 34275
www.ajaxpaving.com

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
MCSHEA CONTRACTING, LLC

Filing Information

Document Number	L09000050693
FEI/EIN Number	26-4642586
Date Filed	05/22/2009
Effective Date	04/08/2009
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/07/2009
Event Effective Date	NONE

Principal Address

508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Changed: 01/25/2012

Mailing Address

508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Changed: 01/25/2012

Registered Agent Name & Address

SHEA, CHRISTOPHER M
508 OWEN AVE. N
LEHIGH ACRES, FL 33971

Address Changed: 01/25/2012

Authorized Person(s) Detail

Name & Address

Title MGR

SHEA, CHRISTOPHER M
27781 MARINA POINTE DRIVE
BONITA SPRINGS, FL 34134

Title MGRM

MCWILLIAMS, DANIEL
11607 RANCHETTE RD..
FORT MYERS, FL 33966

Title Authorized Signer

Parker, Tim
508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Title Authorized Signer

Parker, Nick
508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Title VP

Shea, Christopher, Jr.
508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Title Authorized Signer

Switch, Joel
508 OWEN AVE. N.
LEHIGH ACRES, FL 33971

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	01/29/2024
2025	02/05/2025

Document Images

02/05/2025 -- ANNUAL REPORT	View image in PDF format
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01/23/2023 -- ANNUAL REPORT	View image in PDF format
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02/09/2011 -- ANNUAL REPORT	View image in PDF format
08/09/2010 -- Reg. Agent Change	View image in PDF format
03/05/2010 -- ANNUAL REPORT	View image in PDF format
12/07/2009 -- LC Amendment	View image in PDF format
05/22/2009 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for RFP 25-010NT Real Estate Brokerage Services

SUGGESTED ACTION: Authorize award and pursue a contract with The Urban Group, Inc.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 11, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-010NT to select a firm for Real Estate Brokerage Services. Notice of this RFP was made through OpenGov, 22,677 vendors were notified. 672 vendors viewed the solicitation, and 6 vendors submitted a proposal.

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible. On July 18, 2025, a three-member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation. The Committee determined not to short-list and to award to the highest scoring proposer.

The Urban Group, Inc. being the highest scoring 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 25-010NT and pursue a contract with The Urban Group, Inc,

ATTACHMENTS:
NORA 25-010NT Packet

NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-010NT		**TYPE:**	Request for Proposals (RFP)	
SOLICITATION TITLE	Real Estate Brokerage Services				
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB				
ADVERTISED DATE	06/11/2025		**RESPONSE DATE**	07/09/2025	
NOTIFICATIONS	22677	**VIEWS**	672	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**SCORE**
The Urban Group, Inc.	**Ft Lauderdale, FL**	**91**
Cushman and Wakefield	Boca Raton, FL	87
Bang Realty, Inc.	Cincinnati, OH	85
A New Start: Financial & Social Services, Inc.	Davie, FL	71
AC Realty Advisors, LLC.	Hallandale Beach, FL	70
Horizon Real Estate Solutions	Sunrise, FL	68

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with The Urban Group, Inc. to provide Real Estate Brokerage Services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION		
Erin Jones	Erin Jones	7/21/2025
Purchasing Manager or Designee	Signature	Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Nicholas Toth, CPPB, Purchasing Analyst

DATE: July 21, 2025

SUBJECT: Award Recommendation for 25-010NT Real Estate Brokerage Services

BACKGROUND:

On June 11, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-010NT to select a firm for Real Estate Brokerage Services. Notice of this RFP was made through OpenGov, 22,677 vendors were notified. 672 vendors viewed the solicitation, and 6 vendors submitted a proposal.

ANALYSIS:

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible.

On July 18, 2025, a three member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation

The Committee determined not to short-list and to award to the highest scoring proposer. The Urban Group, Inc. being the highest scoring proposer is recommended for award.

RECOMMENDATION:

I recommend award to The Urban Group, Inc. as the responsive and responsible proposer.

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-010NT Real Estate Brokerage Services

July 18, 2025 10:30 am
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. Corey Fortin – Policy, Planning, Procedures and Real Estate Administrator
2. Greg DeLong – Assistant Director of PCD
3. Chris Munyon – CRA Manager

Other City staff and/or advisers in attendance

1. Nicholas Toth, Purchasing Representative

The following six (6) firms submitted proposals:

AC Realty Advisors. LLC.
A New Start: Financial & Social Services, Inc.
Bang Realty, Inc.
Cushman & Wakefield
Horizon Real Estate Solutions
The Urban Group, Inc.

Nicholas Toth called the meeting to order at 10:30 am

The Committee discussed each firm's proposal in alphabetical order and shared their perspectives on each. Prior to scoring the Committee members determined to award without presentations to the highest scoring proposer. The Procurement Representative announced the scores and determined The Urban Group Inc. for award. Scoring is included on the attached score sheet.
summary as shown below.

1. The Urban Group, Inc. - 91
2. Cushman and Wakefield - 87
3. Bang Realty, Inc. - 85
4. A New Start: Financial & Social Services, Inc. - 71
5. AC Realty Advisors, LLC. - 70
6. Horizon Real Estate Solutions - 68

The meeting was adjourned at approximately 11:17 am.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL COMMITTEE POINTS	AVERAGE COMMITTEE POINTS	PROPOSER SHORTLIST RANKING
AC Realty Advisors, LLC.	60	71	80	211	70	**5**
A New Start: Financial & Social	77	53	84	214	71	**4**
Bang Realty, Inc.	79	82	93	254	85	**3**
Cushman & Wakefield	81	88	93	262	87	**2**
Horizon Real Estate Solutions	68	58	77	203	68	**6**
The Urban Group, Inc.	88	90	94	272	91	**1**

Chair's Approval

Nicholas Toth

Name

Nicholas Toth

Signature

PROPOSERS (listed alphabetically)	QUALIFICATIONS, CAPABILITES, AND EXPERIENCE (MAX 45)	PPOJECT APPROACH (MAX 35)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
AC Realty Advisors, LLC.	18	27	15	60
A New Start: Financial & Social Services, Inc.	32	27	18	77
Bang Realty, Inc.	28	33	18	79
Cushman & Wakefield	36	32	13	81
Horizon Real Estate Solutions	29	20	19	68
The Urban Group, Inc.	42	32	14	88

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Corey J. Fortin

Printed Name

Signature

7.18.25

Date

PROPOSERS (listed alphabetically)	QUALIFICATIONS, CAPABILITES, AND EXPERIENCE (MAX 45)	PPOJECT APPROACH (MAX 35)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
AC Realty Advisors, LLC.	35	28	17	80
A New Start: Financial & Social Services, Inc.	38	29	17	84
Bang Realty, Inc.	42	33	18	93
Cushman & Wakefield	41	33	19	93
Horizon Real Estate Solutions	33	28	16	77
The Urban Group, Inc.	43	33	18	94

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Greg DeLong
Printed Name

Greg DeLong
Signature

01-18-2025
Date

PROPOSERS (listed alphabetically)	QUALIFICATIONS, CAPABILITES, AND EXPERIENCE (MAX 45)	PPOJECT APPROACH (MAX 35)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
AC Realty Advisors, LLC.	30	25	16	71
A New Start: Financial & Social Services, Inc.	25	18	10	53
Bang Realty, Inc.	40	27	15	82
Cushman & Wakefield	42	32	14	88
Horizon Real Estate Solutions	25	17	16	58
The Urban Group, Inc.	43	33	14	90

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Chris Munyon
Printed Name

Signature

7/18/25
Date

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-22-048NT with Ten-8 Fire & Safety, LLC.

SUGGESTED ACTION: Approve extension for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Second Contract Extension (the "Extension") of PB-22-048NT is made this 13th day of August 2025, between the City of Bradenton (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Ten-8 Fire & Safety, LLC. (hereinafter, the "Contractor"), a Florida corporation with a principal office located at 2904 59th Avenue Drive East, Bradenton, Florida 34203. The Parties now desire to exercise the second option to renew for an additional term through July 31, 2027.

FINANCIAL IMPACT:
Funds coming from (00152200-551100/552500 equipment under 5,000/other operating supplies).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Second Extension of PB-22-048NT with Ten-8 Fire & Safety, LLC.

ATTACHMENTS:

Second Contract Extension of PB-22-048NT with Ten-8 Fire Safety, LLC

Second Contract Extension of PB-22-048NT between
Ten-8 Fire & Safety, LLC. and the City of Bradenton

This Second Contract Extension (the "Extension") of PB-22-048NT is made this 13th day of August 2025, between the City of Bradenton (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Ten-8 Fire & Safety, LLC. (hereinafter, the "Contractor"), a Florida corporation with a principal office located at 2904 59th Avenue Drive East, Bradenton, Florida 34203.

WITNESSETH

WHEREAS, the City and Contractor entered into PB-22-048NT (the "Contract") on August 24, 2022, whereby Contractor was to provide the City with fire equipment, supplies, and services;

WHEREAS, the Contract provides for an initial term through August 24, 2023;

WHEREAS, the Contract provides the Parties with the option to renew for two (2) additional two-year periods

WHEREAS, the Parties previously extended the Contract for an additional two-year period through August 24, 2025;

WHEREAS, the Parties now desire to exercise the second option to renew for an additional term through July 31, 2027;

WHEREAS, the City and Contractor wish to make certain amendments to the Contract as indicated herein;

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

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

1. Recitals. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. Amendments to the Contract. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
    a. The term of the Contract is hereby extended for an additional term through July 31, 2027.

b. The Parties agree that following the execution of this Amendment, the City shall compensate Contractor in accordance with the Pricing Sheets appended hereto as Attachments 2A and 2B, which are incorporated herein by reference

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 13th day of August, 2025.

Cindy Morgan

7/30/2025

Cindy Morgan, VP of Equipment Sales, as

Date

Ten-8 Fire & Safety, LLC.

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

8/4/2025

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

Date

5244187v1

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Nine (9) Effective Date: 8/1/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to renew the agreement for two annual terms to expire on 07/31/2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 2/18/2025 E-mail: cmorgan@ten8fire.com Secondary E-mail: cpike@ten8fire.com	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.17 08:03:54 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Ten-8 Fire & Safety, LLC			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Mike Ferguson, 800-228-8368, mferguson@ten8fire.com (Pierce) Cory Scott 941-757-2925 MSAservice@ten8fire.com (MSA)		
2c	**Labor for Equipment Repair (not under warranty)**	$156.66	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$75.00-/hour/person	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	$156.66	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	$207.02	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	$179.04	Yes
	Pierce - Off Site Location, outside of hours mentioned above	$279.75	Yes
	Pierce - Shop supply fee	8% of labor	Yes
	MSA Service Travel Fee	1.50/mile	Yes
	MSA SCBA Annual Flow Test	$90.00	Yes
	MSA Annual Quantitative Facepiece Leak Testing	$35.00	Yes
	MSA Personnel Facepiece Fit Testing	$35.00	Yes
	MSA Labor Rate	$150.00	Yes

	Lake County	22-730K	Contract	
Equipment	Bid Discount off List	Stocking Distributor?	Freight Included?	Website
3 M Company	N/A			
Able Sho Me	N/A			
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Aim	N/A			
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
All American Fire Hose	N/A			
Allen Systems	N/A			
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
American Firewear by Honeywell	N/A			
American LaFrance	N/A			
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Applecroft	N/A			
B & B Enterprises	N/A			
Bio Systems	N/A			
Blackington Badges	N/A			
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bouton Co./Visonaid	N/A			
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Charkate	N/A			
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Chubb (Foam)	N/A			
Churchville	N/A			
Circul Air	N/A			
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Collin Axes	N/A			
Collins Dynamics (Rom Corp)	N/A			
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/

CW Neilsen	N/A			
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
DB Smith Indian Tanks	N/A			
Dicke Tool	N/A			
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/
Draeger Engineered Solutions	N/A			
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Drexel	N/A			
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edison	N/A			
Edwards and Cromwell	N/A			
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	40.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
ETI Emergency Technology	N/A			
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Extenda Lite (Akron)	N/A			
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Power	N/A			
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
FireQuip	N/A			
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Glove Corp.	N/A			
Gorman Rupp Pumps	N/A			
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control	N/A			
Hazard Control Technolgies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Holmatro	N/A			
Honeywell Pro	N/A			
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hydra Shield	N/A			
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/

Identifire	0.00%	No	NO	identifiresafety.com
Imperial Hose	N/A			
Iowa American	N/A			
Janesville	N/A			
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Justrite	N/A			
JV Manufacturing	N/A			
Kappler	N/A			
Kendall Products	N/A			
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	40.00%	YES	NO	https://www.kochek.com/
Koehler Mfg Co	N/A			
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lacrosse Boots	N/A			
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
Lifeliners	N/A			
Lions Uniforms	N/A			
Louis Pryer	N/A			
Lowell	N/A			
Mag Instruments	N/A			
Mann Axe	N/A			
Mars Signal Light	N/A			
McProducts	N/A			
Moran (Flash)	N/A			
Morning Pride	N/A			
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	12.00%	YES	NO	http://nationalfoam.com/
North American Fire Hose	N/A			
Nova	N/A			
Nupla	30	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pacific Reflex	N/A			
Paratech	N/A			
Partner	N/A			
Paul Conway Shields	N/A			
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
Petzel	N/A			
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	0.00%	YES	NO	
Pigeon Mountain Industries	N/A			
Plano	N/A			
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Ranger Rubber	N/A			

Rawhide Firehose	N/A			
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Reflexite	N/A			
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetech1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Scott Aviation	N/A			
Securitiex	N/A			
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Servus Boots	N/A			
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Snaptite	N/A			
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Spumifier	N/A			
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
Superior Pneumatic	N/A			http://www.superiorpneumatic.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
Topps	N/A			
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
Underwater Kinetics	N/A			
Unity Lights	N/A			
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Veridian	N/A			
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/

Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Winco Generators	N/A			
Windsol	N/A			
Worden	N/A			
Zephyr	N/A			
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/
Added in 2022				
Ricochet	35.00%	No	No	https://www.ricochet-gear.com/
Rescue Intellitech	0.00%	No	No	https://www.rescueintellitech.com/en-us/
Added in 2023				
Arctic Compressors	0.00%	NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20.00%	NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0.00%	NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0.00%	NO	NO	http://www.darley.com/
Glassmaster Wehr (change in	0.00%	YES	NO	http://glasmaster.com/
Groves Incorporated (change in	5.00%	NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0.00%	NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0.00%	NO	NO	http://www.rescuetech1.com/
Task Force Tips (change in discount)	33.00%	YES	NO	http://www.tft.com/
Circul-Air	0.00%	NO	NO	https://circul-air-corp.com/
Fotokite	0.00%	NO	NO	https://fotokite.com/
Added in 2024				
AquaEye	0.00%	NO	NO	https://vodasafe.ca/aquaeye/
Covert Armor	0.00%	NO	NO	https://www.covertarmor.com/
Seek Thermal	0.00%	YES	NO	https://www.thermal.com/
Added in 2025				
Brimstone	5.00%	NO	NO	https://brimstonefireprotection.com/
Ten-8 ISP	0.00%	YES	YES	https://ten8fire.com/
Powerhawk/RescueQTec	15.00%	NO	NO	https://www.powerhawk.com/
Turbodraft	0.00%	NO	NO	https://www.turbodraft.net/
Edwards & Cromwell	0.00%	NO	NO	https://edwardsandcromwell.com/products/
Petzl	10.00%	NO	NO	https://www.petzl.com/US/en/Professional
Akron Brass Parts (change discount)	0.00%	YES	NO	https://www.akronbrass.com/parts-and-accessories
Elkhart Brass Parts (change discount)	0.00%	YES	NO	https://elkhartbrass.com/fastlane/
TFT Parts (change discount)	0.00%	YES	NO	https://tft.com/
PGI (change discount)	10.00%	YES	NO	https://www.pgi-inc.com/
Ram Airdryer	5.00%	NO	NO	https://www.ramairgeardryer.com/

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Ten (10) Effective Date: 4/24/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: cmorgan@ten8fire.com; cpike@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to provide correct pricing on Attachment 2B - Pricing Sheet attached to modification 9.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment Sales Date: 4/28/2025 E-mail: cmorgan@ten8fire.com Secondary E-mail: cpike@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Senior Contracting Officer Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Senior Contracting Officer Date: 2025.05.02 07:04:05 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer



Equipment	Lake County Bid Discount off List	22-730K Stocking Distributor?	Contract Freight Included?	Website
Action	35%	NO	NO	http://actioncoupling.com/
Aeroclave	0%	YES	NO	http://www.aeroclave.com/
AH Stock	10%	NO	NO	http://www.ahstockmfg.com/
Ajax	10%	NO	NO	
Akron Brass	38%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10%	YES	NO	http://www.akronbrass.com/
Alocolite	15%	NO	NO	http://www.fireladder.com/
Amerex	35%	YES	NO	http://amerex-fire.com/
Anchor Industries	5%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40%	NO	NO	http://www.angusfire.com/
Angus Foam	12%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0%	NO	NO	http://www.cmcrescue.com/
Cast Products	10%	NO	NO	http://www.getcpi.com/
CET	20%	YES	NO	http://fire-pump.com/
Chemguard Foam	12%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10%	YES	NO	
Code 3	5%	NO	NO	http://www.code3pse.com/
Cosmas USA	25%	YES	NO	http://www.cosmasusa.com/
Council Tools	0%	NO	NO	http://counciltool.com/
Cutter's Edge	10%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5%	NO	NO	http://www.darley.com/
David Clark	10%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5%	NO	NO	http://www.doorstorm.com/
Dragon Fire Gloves	5%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10%	NO	NO	http://www.esseyepro.com/
ESS- product	25%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10%	YES	NO	https://www.federalsignal.com/
Ferno	0%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15%	NO	NO	http://www.fireresearch.com/
Firecom	15%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20%	YES	NO	http://flamefighter.com/
Fold A Tank	20%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44%	NO	NO	http://globeturnoutgear.com/

Globe Boots	31%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15%	NO	NO	http://www.groves.com/
Haix Boots	15%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10%	YES	NO	http://www.hannay.com/
Harrington	40%	YES	NO	http://www.harrinc.com/
Hazard Control	0%			
Hazard Control Technolgies	5%	YES	NO	https://hct-world.com/
Hebert	20%	YES	NO	
HexArmor	15%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0%	NO	NO	http://www.humat.com/
Husky	20%	YES	NO	http://www.huskyportable.com/
Hygenall	0%	NO	NO	https://hygenall.com/firefighters/
Identifire	0%	No	NO	identifiresafety.com
JGB Hose	5%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40%	YES	NO	http://keyhose.com/products.html
Kochek	30%	YES	NO	https://www.kochek.com/
Kussmaul	12%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25%	No	NO	https://www.lakeland.com/us
Leader Fans	10%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35%	YES	NO	http://www.leatherheadtools.com/
MSA Helmets	35%	YES	NO	http://us.msasafety.com/
MSA Instruments	15%	YES	NO	http://us.msasafety.com/
MSA Parts	0%	YES	NO	http://us.msasafety.com/
MSA SCBA	25%	YES	NO	http://us.msasafety.com/
MSA TIC	0%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10%	YES	NO	http://www.circledlights.com/
National Foam	5%	YES	NO	http://nationalfoam.com/
Nupla	30%	YES	NO	http://www.nuplacorp.com/
OHD USA	0%	NO	NO	http://www.ohdusa.com/
Pelican	15%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10%	YES	NO	http://pactoolmounts.com/
Petrogen	0%	NO	NO	http://www.petrogen.com/
PGI	15%	NO	NO	https://www.pgi-inc.com/
Pierce	5%	YES	NO	
R & B Fabricators	10%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10%	YES	NO	http://rescue42.com/
Rescue Tech	5%	NO	NO	http://www.rescuetech1.com/
Rice Hydro - test pumps	25%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10%	YES	NO	http://www.ricehydro.com/
SaferStraps	0%	YES	NO	https://saferstraps.com/
SCBAS	15%	YES	NO	http://scbas.com/
Sensible Mounts	15%	YES	NO	http://senpro.net/
Shelby Wolverine	5%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20%	NO	NO	
Solutions Safety Products	0%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20%	YES	NO	http://www.spcbrass.com/
SpillArmor	10%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15%	NO	NO	http://www.sterlingrope.com/
Streamlight	40%	YES	NO	http://www.streamlight.com/
SuperVac	25%	YES	NO	http://supervac.com/

Task Force Tips	38%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0%	YES	NO	http://www.teamequipment.com/
TeleLite	5%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0%	YES	NO	http://www.tntrescue.com/
TNT Tools	0%	NO	NO	http://www.tnttool.com/
Tomar	10%	YES	NO	http://www.tomar.com/
True North	10%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10%	YES	NO	http://turtleplastics.com/
US Coupling	25%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10%	YES	NO	http://www.vanner.com/
Waterax	10%	NO	NO	http://www.waterax.com/
Waterous	10%	YES	NO	http://www.waterousco.com/
Weldon	10%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0%	NO	NO	http://westernshelter.com/
Whelen Engineering	10%	YES	NO	http://www.whelen.com/index.php
Will Burt	10%	NO	NO	http://www.willburt.com/
Williams Foam	12%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20%	YES	NO	http://www.ziamatic.com/
Added in 2022				
Ricochet	35%	No	No	https://www.ricochet-gear.com/
Rescue Intellitech	0%	No	No	https://www.rescueintellitech.com/en-us/
Added in 2023				
Arctic Compressors	0%	NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20%	NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0%	NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0%	NO	NO	http://www.darley.com/
Glassmaster Wehr (change in discount)	0%	YES	NO	http://glasmaster.com/
Groves Incorporated (change in discount)	5%	NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0%	NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0%	NO	NO	http://www.rescuetech1.com/
Task Force Tips (change in discount)	33%	YES	NO	http://www.tft.com/
Circul-Air	0%	NO	NO	https://circul-air-corp.com/
Fotokite	0%	NO	NO	https://fotokite.com/
Added in 2024				
AquaEye	0%	NO	NO	https://vodasafe.ca/aquaeye/
Covert Armor	0%	NO	NO	https://www.covertarmor.com/
Seek Thermal	0%	YES	NO	https://www.thermal.com/
Added in 2025				
Brimstone	5%	NO	NO	https://brimstonefireprotection.com/
Ten-8 ISP	5%	YES	YES	https://ten8fire.com/
Powerhawk/RescueQTec	15%	NO	NO	https://www.powerhawk.com/
Turbodraft	0%	NO	NO	https://www.turbodraft.net/
Edwards & Cromwell	0%	NO	NO	https://edwardsandcromwell.com/products/
Petzl	10%	NO	NO	https://www.petzl.com/US/en/Professional
Akron Brass Parts (change discount)	0%	YES	NO	https://www.akronbrass.com/parts-and-accessories
Elkhart Brass Parts (change discount)	0%	YES	NO	https://elkhartbrass.com/fastlane/
TFT Parts (change discount)	0%	YES	NO	https://tft.com/
PGI (change discount)	10%	YES	NO	https://www.pgi-inc.com/
Ram Airdryer	5%	NO	NO	https://www.ramairgeardryer.com/

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-23-003NT with MES Service Company, LLC.

SUGGESTED ACTION: Approve extension for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City entered into PB-23-003NT (the "Contract") on January 20, 2023, with Municipal Emergency Services, Inc., whereby Municipal Emergency Services, Inc. was to provide the City with fire equipment, parts, supplies and service. The City and the Contractor desire to extend the term of the Contract to July 31, 2027

FINANCIAL IMPACT:
Funds coming from (00152200-551100/552500 equipment under 5,000/other operating supplies).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the Second Extension of PB-23-003NT with MES Service Company, LLC.

ATTACHMENTS:
Second Contract Extension of PB 23-003NT - MES

Second Contract Extension of PB-23-003NT between
MES Service Company, LLC and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-23-003NT (the "Extension"), is made this 13th day of August 2025, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and MES SERVICE COMPANY, LLC, a Florida profit corporation, located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482.

WITNESSETH:

WHEREAS, the City entered into PB-23-003NT (the "Contract") on January 20, 2023, with Municipal Emergency Services, Inc., whereby Municipal Emergency Services, Inc. was to provide the City with fire equipment, parts, supplies and service;

WHEREAS, Municipal Emergency Services, Inc. underwent a company reorganization and assigned all of its rights and obligations in the Contract to MES Service Company, LLC (the "Contractor"), as detailed in the Assignment and Assumption of PB-23-003NT, dated March 26, 2025;

WHEREAS, the initial term of the Contract was through July 31, 2023, with the option to renew the Contract for two (2) additional two-year periods;

WHEREAS, the Contract was previously extended through July 31, 2025 by written agreement of the City and Municipal Emergency Services, Inc.;

WHEREAS, the City and the Contractor desire to extend the term of the Contract to July 31, 2027;

WHEREAS, the City and the Contractor wish to make certain amendments to the Contract as indicated herein;

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

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

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions of the Contract are hereby amended, and such amended term shall prevail over conflicting provisions of the Contract:
   a. The Contract is hereby extended and shall now expire on January 31, 2027.

b. Attachment 2A - Pricing Sheet and Attachment 2B - Pricing Sheet are hereby replaced in their entirety with the amended Attachment 2A - Pricing Sheet and 2B - Pricing Sheet, attached and incorporated herein

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

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 13th day of August 2025.

Sandy Mays — 7/25/25

Sandy Mays, as VP, Sales Programs — Date

MES Service Company, LLC

_____ — _____

Gene Brown — Date

Mayor, City of Bradenton

Erin Jones — 8/4/2025

Erin Jones, NIGP-CPP, CPPO, CPPB — Date

Purchasing Manager, City of Bradenton

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 2/14/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 2/14/2025 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Gretchen Bechtel, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.02.14 08:47:28 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**		**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Hurst ED/EWXT/E3 service - per tool	$265.00	Yes
	Hurst High Pressure service - per tool	$155.00	Yes
	Hurst Low Pressure service - per tool	$155.00	Yes
	Hurst High Pressure pump service - per pump	$555.00	Yes
	Hurst Low Pressure pump service - per pump	$555.00	Yes
	Hurst extension hose - flush	$140.00	Yes
	Hurst extension hose - visual inspection	$60.00	Yes
	Hurst cord reel - flush	$225.00	Yes
	Hurst cord reel - visual inspection	$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$125.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$75.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$100.00	Yes
SCBA cylinder hydrostatic testing	$55.00	Yes
Mask fit testing - per person	$40.00	Yes
Mask fit testing - per day	$1,750.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$75.00	Yes

Municipal Emergency Services				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.mesfire.com			
Warehouse Location(s):	**9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Jamie Robinson**			
Email:	Jrobinson@mesfire.com			
Emergency Phone:	**727-686-0020**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	

Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	

Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	

R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	

Tingley Rubber/Alta Industries	List		No	
TNT Tools	10%		No	
Topps	List		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	
Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warson (all brands)	5%		No	
Warthog	5%		No	
Warrior Fire Equipment	List		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Landscape Maintenance and Mowing Services - East Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes

SUGGESTED ACTION: Approve contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-025EJ to select a contractor to provide Landscape Maintenance and Mowing Services - East Zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 982 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes, having submitted the lowest responsive and responsible bid, was recommended for award.

Council approved the Notice of Recommended Award on July 23rd. Purchasing is now bringing forth the resulting contract with Fast Lawnscapes.

FINANCIAL IMPACT:
City wide usage contract. Funds will be charge to Object Code 534000 for each department.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the contract with Fast Lawnscapes for Landscape Maintenance and Mowing Services - East Zone.

ATTACHMENTS:
Term Contract for Landscape Maintenance and Mowing Services - East Zone

TERM CONTRACT FOR
LANDSCAPE MAINTENANCE AND MOWING SERVICES – EAST ZONE

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes**, a Florida corporation (the "Contractor").

WITNESSETH

WHEREAS, the City required the services of a contractor to provide landscape maintenance and mowing services for east zones; and

WHEREAS, the City issued Solicitation Invitation for Bids (IFB) #25-025EJ on April 24, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on July 23, 2025; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for landscape maintenance and mowing services – east zone in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of three (3) years. The Contract may be renewed for up to two (2) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total Contract amount not to exceed One Hundred Thousand One Thirty-Eight Dollars and Zero Cents ($100,138.00) for the initial term.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the City. Contractor acknowledges and agree that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an

appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

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

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

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

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

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

VII. CONTRACTOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms

set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

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

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

E. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

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

H. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a

boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

I. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

J. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

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

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

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

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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

   1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

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

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

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

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

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

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

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

XIII. STOP WORK ORDER

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

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop

work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

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

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

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

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

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

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

H. If any term, condition, or covenant of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be

unaffected thereby and shall remain valid and enforceable as to each party.

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

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

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

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	Jason McManus	Name:	Ross Peterson
Title:	General Manager	Title:	Superintendent Landscape & Grounds
Address:	PO Box 833	Address:	888 13th Avenue East
	Ellenton, FL 34222		Bradenton, FL 34208
Telephone:	941-776-5111	Telephone:	941-462-1994
E-Mail:	info@fastlawns.net	E-Mail:	Ross.Peterson@bradentonFL.gov

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

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

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

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

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

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

SEPTENTRION HORTICULTURE FUND, INC. DBA FAST LAWNSCAPES

By: Félix Torres

Print Name: Felix Torres
(Title of Authorized Representative)

Date: 08/05/2025

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICE

1. Purpose

A. Contractor shall provide mowing and landscape maintenance services at various locations throughout the City. The services to be provided include but are not limited to maintenance of all shrubs, trees, ground covers, lawns, and care of all annual and perennial plants.

B. The Contractor shall provide all necessary personnel, materials, supplies, and equipment to provide the service described in this solicitation.

C. The Contractor shall verify the type of mowing required for each site location to meet the specifications as outlined in this solicitation.

D. Attached hereto as Attachment A, are site location maps for each of the locations where services are required. These maps provide the Contractor with the service areas within each location.

2. Contractor Responsibilities

A. Required Licenses

1. Contractor must have at least one (1) employee who always holds a Florida Department of Agriculture and Consumer Services (FDACS) Lawn and Ornamental Pest Control Operator license during the term of the Contract. Contractor must submit proof of the required certification with five (5) business days after request from City.

2. Contractor must have at least one employee that holds a Florida Department of Transportation (FDOT) Intermediate Maintenance of Traffic (MOT) or Intermediate Temporary Traffic Control (ITTC) certifications. License(s) must be in an active status.

3. Contract must submit proof of the required certification within five (5) business days after request from City.

B. The Contractor shall have sufficient equipment and labor to satisfactorily perform the services described in this scope of service.

C. The Contractor shall have a supervisor at each site, during the course of the work, responsible to receive instructions from City representatives. The supervisor shall have the authority to acknowledge City requests and sign reports. Supervisors will be fluent in the English language.

D. The crew supervisor shall be available by cell phone while crews are in the field.

E. All personnel shall be similarly uniformed and identifiable as to the organization from which they are providing services to the City.

F. Only those individuals legally authorized, license or certified through training or job description shall operate any equipment.

G. The Contractor is responsible for any damage to City or personal property due to negligence on the part of the Contractor or Contractor's employees. Restoration shall be made to the City's

satisfaction. Vehicles in parking lots are of particular concern as well as signage, irrigation systems, windows, buildings, and the general public.

H. The Contractor's operations shall not interrupt the daily operations of any City facility. Work vehicles will be parked to keep areas safe and operational. Work crews will utilize spotters and other safety procedures to protect City property and staff as well as its customers and patrons.

I. All permits and licenses necessary for the completion of the maintenance shall be paid for by the Contractor.

J. The City reserves the right to add or remove locations, or temporarily add or suspend services at a location.

K. Contract Meetings:

1. Contractor shall participate in performance and contract meetings as deemed necessary by the City.

2. Regular contract meetings shall be scheduled by the City and held at a location designated by the City.

3. At a minimum, Contractors Representative shall attend and participate in the meeting to discuss progress with contract work.

3. Full-Service Sites

A. TURF CARE

1. <u>Mowing, Trimming and Edging</u>

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be weekly during the active growing season, April 1st through October 31st (31 mowing cycles). Twice a month mowing November 1st through March 31st (10 mowing cycles). Mulching decks are required.

d. Clippings will be swept, blown, or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

e. Verification of an acceptable mulching mower will be done prior to commencing any work. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

f. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

g. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

B. TREE, SHRUB, PALM, AND ORNAMENTAL CARE

1. Pruning

a. Palm trees: Shall be pruned twice per year and as needed to maintain the health and appearance of the tree as per American National Standards Institute (ANSI) A300 standards. Contractor shall not remove fronds above 9-3 o'clock position. Includes removal of seed pods where applicable.

b. Shrubs: Shall be pruned up to six (6) times per year. This includes one severe cutback in March as directed by the City, whereby up to fifty percent (50%) of vegetation will be removed. Electric or gasoline powered shears will not be used for pruning unless approved by the City. Pruning will be used to maintain the health, appearance, and growth of the plant. Pruning practices will also take into consideration clearance from structures, buildings, safety and security regarding pedestrians, park patrons and vehicle traffic (where applicable). Special growing characteristics of the plant such as pruning after flowering will also be taken into consideration.

c. Pruned vegetation cannot be left on sidewalks obstructing pedestrian traffic. All litter and material pruned from trees, shrubs, and palms shall be removed from the job site by the end of each day and recycled or disposed of at a facility permitted by the State of Florida for yard waste. Contractor will be required to provide receipts of proper disposal at the request of the City.

2. Bed Maintenance

a. All shrub areas and planting beds shall be maintained each cycle visit by removing all weeds, paper, trash, cigarette butts, and other undesirable material and debris to always keep the landscape beds neat and tidy. Also included is pruning for line of sight, aesthetics, safety, clearance, and invasive controls. The Contractor shall be responsible for replacement of ornamental plants killed or damaged by the bed maintenance work. The Contractor is expected to have sufficient knowledge and experience to quickly establish the proper cycle interval to keep all beds always looking neat.

3. Weed and Invasive Control

a. All areas around trees, palms and shrubs must be maintained weed and invasive free and in an attractive condition year-round. Weed control shall be accomplished according to the specified mowing cycles.

b. Ornamental beds filled with annual grasses and broadleaf weeds are unacceptable and a constant schedule of site approved, selective and pre-emergent herbicides shall be applied by the Contractor in order to reduce the use of herbicides.

c. All ornamental beds, hedge areas, and tree basins will be kept weed free by mechanical means, such as a hoe or hand pulling as a first choice.

d. String trimmers will normally be used for year-round weed control in sidewalks, parking lots, curbs, and other hardscape areas. This shall be done on a weekly basis to control weeds and reduce herbicide application.

4. Fertilization and Mulching

a. Turf fertilizer containing a minimum of 50% slow-release Nitrogen (N), source and Potassium (K), shall be applied to the turf three (3) times per year (October through May). Contractor shall follow the Manatee County fertilizer ordinance regarding the timing of nitrogenous fertilizer applications.

b. The Contractor shall furnish and install Melaleuca mulch, Pine straw, or Pine bark depending on site location. Mulch shall be installed at a depth of three (3) inches and applied to landscape beds, tree rings, etc. Care should be taken to avoid “volcano” mulching against the bases/root flare of trees. The Contractor shall furnish and install ½ inch washed shell in establish walkways (Riverwalk Sites), to a depth of two (2) inches. Mulch and shell will be installed once per year in October unless otherwise directed by the City.

4. General Mowing Sites

A. TURF CARE

1. Mowing, Trimming and Edging

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be weekly during the active growing season, April 1st through September 30th (26 mowing cycles). Twice a month from October 1st through March 31st (12 mowing cycles).

d. Side or rear discharge decks may be utilized for General Mowing sites provided the discharged grass clippings do not pose a threat/damage to people or property.

e. Clippings will be swept, blown, or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

f. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

g. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

h. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

i. The edits of all shrub beds where grass and mulch meet shall be maintained with a clean-cut edge using hand labor or mechanical devise, after each mowing.

B. TREE, SHRUB, PALM, AND ORNAMENTAL CARE

1. <u>Weed and Invasive Control</u>

a. All areas around trees, palms and shrubs must be maintained weed and invasive free and in an attractive condition year-round. Weed control shall be accomplished according to the specified mowing cycles.

b. Ornamental beds filled with annual grasses and broadleaf weeds are unacceptable and a constant schedule of site approved, selective and pre-emergent herbicides shall be applied by the Contractor in order to reduce the use of herbicides.

c. All ornamental beds, hedge areas, and tree basins will be kept weed free by mechanical means, such as a hoe or hand pulling as a first choice.

d. String trimmers will normally be used for year-round weed control in sidewalks, parking lots, curbs and other hardscape areas. This shall be done on a weekly basis to control weeds and reduce herbicide application.

e. The Contractor shall be responsible for replacement of ornamental plants killed or damaged by herbicide application. The Contractor shall seek the City's approval prior to any such replacement.

5. Other Site Locations

A. TURF CARE

1. Mowing, Trimming and Edging

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be twice a month during the active growing season, April 1st through September 30th (12 mowing cycles) Once a month from October 1st through March 31st, (6 mowing cycles).

d. Side or rear discharge decks may be utilized for General Mowing sites provided the discharged grass clippings do not pose a threat/damage to people or property.

e. Clippings will be swept, blown or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

f. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

g. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

h. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

i. The edits of all shrub beds where grass and mulch meet shall be maintained with a clean-cut edge using hand labor or mechanical devise, after each mowing.

6. Ditch Maintenance

A. TURF CARE

1. <u>Mowing, Trimming and Edging</u>

a. Ditch mowing schedule will be once every three months.

b. Where appropriate a ditch arm mower or flail type mower is to be used to maintain the sides and bottoms of ditches to a height of 4-6 inches. If the site location characteristics will not accommodate such equipment line trimmers will be used to facilitate the maintenance.

7. Integrated Pest Management

A. Integrated Pest Management (IPM) is a practice promoting sustainable pest management methods that minimize health, environmental and economic risks. It is an approach that uses a combination of techniques to suppress pest populations (for example, weeds, insects, diseases, etc.). All necessary techniques are consolidated in a unified program so that pests are kept at acceptable levels in an effective and economical manner that is not detrimental to human health and the environment.

B. The Contractor is required to assist by performing visual scouting and monitoring of all turf and bed areas. The Contractor is responsible to inspect turf areas each visit for indications of pest problems and notify the City with a report of any evidence of pest problems. This can be done at the same time as the required policing the beds for trash.

C. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is negligible. No pesticides will be applied without prior approval of the City. Any deviations from these specifications will not be tolerated and are grounds for terminations.

D. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides under the Contractor's required Pest Control License issued by the Florida Department of Agriculture and Consumer Services (FLDACS).

E. Records will be kept on products used on a monthly report form, that complies with the recommended pesticide recordkeeping from FDACS, to be turned into the City along with the monthly invoice.

F. All areas receiving pesticide application (spot treatment excepted) will be posted, and follow-up removal of signage is required.

8. Site Inspections

A. Contractors shall examine the sites and fully acquaint themselves with all existing conditions of the work to be done to familiarize themselves with all precautions to be taken to avoid injury to persons and property. The Contractor shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily complete the work.

B. Failure to do so does not relieve the Contractor of its obligations to furnish all materials, labor, and equipment necessary to carry out the provision of the Term Contract and to complete the contemplated work set forth in this Scope of Services.

C. Monthly site visits are required for scheduling the maintenance and reporting any unusual circumstances and delineated on the Schedule of Task/ Payment Authorization Form. The Contractor shall prearrange a mutually acceptable date for site inspection with the City for each month's services. The inspection, conducted by the Contractor and the City, using the Schedule of Task / Payment Authorization Form, shall be used for the City's authorization for payment for the tasks successfully completed.

9. Maintenance Authorization

A. SCHEDULED WORK

1. Each month's maintenance shall be completed as delineated on the Schedule of Task/ Payment Authorization Form resulting from the inspection conducted by the Contractor and a City representative. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

B. EMERGENCY WORK

1. Maintenance authorization for non-scheduled maintenance for emergency work shall be initiated with verbal contact (followed by written documentation) by the City representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind

damage, rain damage, or debris from storm damage. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed. Contractor shall response and resolve emergency services requested within 24 hours after notification.

C. NON-EMERGENCY

1. Maintenance authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the City representative. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed. Contractor shall response and resolve non-emergency services requested within 72 hours after notification.

D. AUTHORIZATION FORM

1. For Scheduled, Emergency, and Non-Emergency Work, a copy of the original invoice and the applicable Form shall be provided by the Contractor to the City prior to payment for the value of items or services received and accepted based on such work as authorized.

10. Working Hours

A. Contractor's hours of operation are defined as Monday through Friday, beginning no earlier than 7 a.m. and ending no later than 5 p.m., excluding Saturdays, Sundays and City observed holidays.

B. Requests for approval by the City to work other than regular working hours must be submitted to the City prior to any proposed Saturday, Sunday or holiday work or scheduled extended workweek hours.

C. Emergency or Non-Emergency maintenance, depending upon the circumstances, may require work to be performed during the week at non-working hours or weekends as requested by the City.

11. Invoicing

A. Payment shall be made in accordance with the Fee Schedule for work satisfactorily performed as described in this Scope of Services.

B. Contractor shall submit invoices on a per month basis. The number of cycles completed shall be indicated on the invoice.

C. All invoices shall include:

1. The site location number and physical address.

2. The date(s) services for all work completed.

3. The unit cost by site per service and total for site for the total month

4. The invoice shall reference the contract number, line-item number, and PO number.

12. Deficiency Assessment

A. The City will evaluate the Contractor's maintenance activities to ensure general compliance with Term Contract specifications.

B. If significant deficiencies are identified, written notice will be provided to Contractor. Photographic documentation showing types of deficiencies, such as crack weeds, swales not mowed, litter or mulched litter, etc. will be provided.

C. Contractor shall have three calendar days to correct deficiencies within the last three days of the maintenance cycle period.

1. Contractor shall only be provided one opportunity to correct deficiencies identified by City inspection.

2. If deficiencies exist at the time of City re-evaluation, the work will not be eligible for payment.

D. Deficiencies due to loss of equipment or personnel shall not be considered extenuating circumstances.

E. Failure to correct deficiencies within the time frames specified may result in the City self-performing corrective work and withholding actual costs of such work, including fully burdened labor rates, from Contractor's subsequent monthly payment.

F. Recurring, excessive, or uncorrected deficiencies will be considered ground for default and termination of the Term Contract.

13. Safety

A. Contractor shall conform to all Occupational Safety and Health Administration (OSHA) regulations. It is the responsibility of the Contractor to keep informed as to changes an act accordingly.

B. All Contractor staff who regularly apply herbicides and pre-emergent are required to comply with state regulation for personal protective equipment (PPE) during application.

C. Traffic Safety:

1. Manual on Uniform Traffic Control Devices: Florida Administrative Code Rule 14-15.010 adopts the Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD) as part of the FDOT rules.

a. The entire Manual can be downloaded from the Federal Highway Administration Internet website. https://mutcd.fhwa.dot.gov/kno_2009r1r2r3.htm

b. Per 6 “Temporary Traffic Control” details the proper signage and lighting required for moving operations. Chapter 6H Typical Applications (TA) numbers 1, 3, and 4 address mobile operations.

2. Contractor shall comply with Florida Statutes §316.2225(7) regarding slow-moving vehicle signage.

3. Reflective clothing of Contractor’s employees shall comply with the most current American Nation Standard for High-Viability Safety Apparel, ANSI/ISEA 107-1999. The appropriate garment shall be worn regardless of time or temperature of the work environment.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	48th St. Ct. East ROW and medians	Per cut	$126.00
2	1013 6th St East Police Department - Community Work Station	Per cut	$20.00
3	13th Ave E R.O.W. (13th Ave E & 17th Street Ct E)	Per cut	$21.00
4	13th Ave E R.O.W. (southside of 13th Ave E from 23rd St E to 27th St E)	Per cut	$21.00
5	13th Ave East from 1st St East to 9th St East R.O.W.	Per cut	$96.00
6	1412 10th Ave E Retention pond.	Per cut	$32.00
7	1500 Block 14th Ave. East Kingston Estates - Medians & R.O.W's	Per cut	$39.00
8	1500-1600 block of 14th St E	Per cut	$20.00
9	1915 8th Ave E Water Tower	Per cut	$20.00
10	19th. St. Ct. E - East R.O.W. between 10th Ave East and 11th Ave East	Per cut	$20.00
11	2040 9th St East Water Tower West of Tropicana	Per cut	$20.00
12	2105 27th St East Mixon's Reclaim Tank	Per cut	$20.00
13	2305 13th Ave E Norma Lloyd Park	Per cut	$520.00
14	27th. St. E - East R.O.W.	Per cut	$64.00
15	519 18th St E off of SR 64 city lots	Per cut	$20.00
16	525 15th St. East Manatee Burying Ground and adjacent sites	Per cut	$64.00
17	5800 Natalie Way East Water Treatment Plant	Per cut	$520.00
18	Braden River Lakes Subdivision (Pond) Adjacent to 706 45th St East	Per cut	$31.00
19	MLK Blvd. from 1st St East to 9th St East medians and R.O.W's	Per cut	$100.00
20	Riverside Dr. East from 18th St NE to Chauncey Ave	Per cut	$326.00
21	Water Tower off 48th St. Ct. E 4851 San Ortebello Dr	Per cut	$31.00
22	1402 17th St Cir E. Manatee Lake Swale bounded by 17th St Ct E in N & 17th St E/17th St Cir E in W/E	Per cut	$20.00
23	1542 18th St E. Citrus Meadow. R.O.W. at end of 18th St E cul-de-sac	Per cut	$20.00
24	4426 Spicewood Dr. River Isles neighborhood Stormwater Swale. Starts at 1000 blk of Oakleaf Blvd heading S then E on Lakewood Ave to 4511 Lakewood Ave	Per cut	$25.00
25	500 Block 26th St. East ROW	Per cut	$20.00
26	Medians - Manatee Ave East	Per cut	$290.00
27	5800 Natalie Way East Water Treatment Plant Monthly	Per cut	$780.00

EXHIBIT B
FEE SCHEDULE

28	5800 Natalie Way Ditch on northern & northeastern portions of Water Treatment Plant	Per cut	$250.00
29	Braden River Lakes. Drainage easement. Starts S of 4418 11th Ave E, between ponds, S across 14th Ave E to SW corner 4812 14th Ave E, ends at pond.	Per cut	$23.00
30	Ditch adjacent to 500 Block of 26th St. East.	Per cut	$180.00
31	River Run Golf Course, 1801 27th St E. South Ditch. Main parking lot.	Per cut	$80.00
32	River Run Golf Course, 1801 27th St. E. North Ditch. Just N of Maintenance Shed parking area	Per cut	$100.00

Line Item	Description	Unit of Measure	Unit Cost
33	Non-Emergency Maintenance Services - During Normal Business Hours	Hourly	$35.00
34	Non-Emergency Maintenance Services - After Normal Business Hours	Hourly	$35.00
35	Emergency Maintenance Services - During Normal Business Hours	Hourly	$35.00
36	Emergency Maintenance Services - After Normal Business Hours	Hourly	$35.00

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Landscape Maintenance and Mowing Services - West Zone with Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes

SUGGESTED ACTION: Approve contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-024EJ to select a contractor to provide landscape maintenance and mowing services for the east zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 990 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes, having submitted the lowest responsive and responsible bid, was recommended for award.

Council approved the Notice of Recommended Award on July 23rd. Purchasing is now bringing forth the resulting contract with Fast Lawnscapes.

FINANCIAL IMPACT:
City wide usage contract. Funds will be charge to Object Code 534000 for each department.

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

SUGGESTED MOTION:
Motion to approve the contract with Fast Lawnscapes for Landscape Maintenance and Mowing Services - West Zone.

ATTACHMENTS:
Term Contract for Landscape Maintenance and Mowing Services - West Zone

TERM CONTRACT FOR
LANDSCAPE MAINTENANCE AND MOWING SERVICES – WEST ZONE

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes**, a Florida corporation (the "Contractor").

WITNESSETH

WHEREAS, the City required the services of a contractor to provide landscape maintenance and mowing services for west zones; and

WHEREAS, the City issued Solicitation Invitation for Bids (IFB) #25-024EJ on April 24, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on July 23, 2025; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for landscape maintenance and mowing services – west zone in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of three (3) years. The Contract may be renewed for up to two (2) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total Contract amount not to exceed One Hundred Seventy-Four Thousand Seven Hundred Ninety-Nine Dollars and Zero Cents ($174,799.00) for the initial term.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the City. Contractor acknowledges and agree that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an

appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

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

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

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

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

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

VII. CONTRACTOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms

set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

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

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

E. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

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

H. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a

boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

I. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

J. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

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

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

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

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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

   1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

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

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

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

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

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

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

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

XIII. STOP WORK ORDER

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

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop

work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

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

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

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

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

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

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

H. If any term, condition, or covenant of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be

unaffected thereby and shall remain valid and enforceable as to each party.

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

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

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

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	Jason McManus	Name:	Ross Peterson
Title:	General Manager	Title:	Superintendent Landscape & Grounds
Address:	PO Box 833	Address:	888 13th Avenue East
	Ellenton, FL 34222		Bradenton, FL 34208
Telephone:	941-776-5111	Telephone:	941-462-1994
E-Mail:	info@fastlawns.net	E-Mail:	Ross.Peterson@bradentonFL.gov

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

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

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

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

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

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

SEPTENTRION HORTICULTURE FUND, INC. DBA FAST LAWNSCAPES

By: Félix Torres

Print Name: Felix Torres
(Title of Authorized Representative)

Date: 08/05/2025

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICE

1. Purpose

A. Contractor shall provide mowing and landscape maintenance services at various locations throughout the City. The services to be provided include but are not limited to maintenance of all shrubs, trees, ground covers, lawns, and care of all annual and perennial plants.

B. The Contractor shall provide all necessary personnel, materials, supplies, and equipment to provide the service described in this solicitation.

C. The Contractor shall verify the type of mowing required for each site location to meet the specifications as outlined in this solicitation.

D. Attached hereto as Attachment A, are site location maps for each of the locations where services are required. These maps provide the Contractor with the service areas within each location.

2. Contractor Responsibilities

A. Required Licenses

1. Contractor must have at least one (1) employee who always holds a Florida Department of Agriculture and Consumer Services (FDACS) Lawn and Ornamental Pest Control Operator license during the term of the Contract. Contractor must submit proof of the required certification with five (5) business days after request from City.

2. Contractor must have at least one employee that holds a Florida Department of Transportation (FDOT) Intermediate Maintenance of Traffic (MOT) or Intermediate Temporary Traffic Control (ITTC) certifications. License(s) must be in an active status.

3. Contract must submit proof of the required certification within five (5) business days after request from City.

B. The Contractor shall have sufficient equipment and labor to satisfactorily perform the services described in this scope of service.

C. The Contractor shall have a supervisor at each site, during the course of the work, responsible to receive instructions from City representatives. The supervisor shall have the authority to acknowledge City requests and sign reports. Supervisors will be fluent in the English language.

D. The crew supervisor shall be available by cell phone while crews are in the field.

E. All personnel shall be similarly uniformed and identifiable as to the organization from which they are providing services to the City.

F. Only those individuals legally authorized, license or certified through training or job description shall operate any equipment.

G. The Contractor is responsible for any damage to City or personal property due to negligence on the part of the Contractor or Contractor's employees. Restoration shall be made to the City's

satisfaction. Vehicles in parking lots are of particular concern as well as signage, irrigation systems, windows, buildings, and the general public.

H. The Contractor's operations shall not interrupt the daily operations of any City facility. Work vehicles will be parked to keep areas safe and operational. Work crews will utilize spotters and other safety procedures to protect City property and staff as well as its customers and patrons.

I. All permits and licenses necessary for the completion of the maintenance shall be paid for by the Contractor.

J. The City reserves the right to add or remove locations, or temporarily add or suspend services at a location.

K. Contract Meetings:

1. Contractor shall participate in performance and contract meetings as deemed necessary by the City.

2. Regular contract meetings shall be scheduled by the City and held at a location designated by the City.

3. At a minimum, Contractors Representative shall attend and participate in the meeting to discuss progress with contract work.

3. Full-Service Sites

A. TURF CARE

1. <u>Mowing, Trimming and Edging</u>

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be weekly during the active growing season, April 1st through October 31st (31 mowing cycles). Twice a month mowing November 1st through March 31st (10 mowing cycles). Mulching decks are required.

d. Clippings will be swept, blown, or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

e. Verification of an acceptable mulching mower will be done prior to commencing any work. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

f. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

g. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

B. TREE, SHRUB, PALM, AND ORNAMENTAL CARE

1. Pruning

a. Palm trees: Shall be pruned twice per year and as needed to maintain the health and appearance of the tree as per American National Standards Institute (ANSI) A300 standards. Contractor shall not remove fronds above 9-3 o'clock position. Includes removal of seed pods where applicable.

b. Shrubs: Shall be pruned up to six (6) times per year. This includes one severe cutback in March as directed by the City, whereby up to fifty percent (50%) of vegetation will be removed. Electric or gasoline powered shears will not be used for pruning unless approved by the City. Pruning will be used to maintain the health, appearance, and growth of the plant. Pruning practices will also take into consideration clearance from structures, buildings, safety and security regarding pedestrians, park patrons and vehicle traffic (where applicable). Special growing characteristics of the plant such as pruning after flowering will also be taken into consideration.

c. Pruned vegetation cannot be left on sidewalks obstructing pedestrian traffic. All litter and material pruned from trees, shrubs, and palms shall be removed from the job site by the end of each day and recycled or disposed of at a facility permitted by the State of Florida for yard waste. Contractor will be required to provide receipts of proper disposal at the request of the City.

2. Bed Maintenance

a. All shrub areas and planting beds shall be maintained each cycle visit by removing all weeds, paper, trash, cigarette butts, and other undesirable material and debris to always keep the landscape beds neat and tidy. Also included is pruning for line of sight, aesthetics, safety, clearance, and invasive controls. The Contractor shall be responsible for replacement of ornamental plants killed or damaged by the bed maintenance work. The Contractor is expected to have sufficient knowledge and experience to quickly establish the proper cycle interval to keep all beds always looking neat.

3. Weed and Invasive Control

a. All areas around trees, palms and shrubs must be maintained weed and invasive free and in an attractive condition year-round. Weed control shall be accomplished according to the specified mowing cycles.

b. Ornamental beds filled with annual grasses and broadleaf weeds are unacceptable and a constant schedule of site approved, selective and pre-emergent herbicides shall be applied by the Contractor in order to reduce the use of herbicides.

c. All ornamental beds, hedge areas, and tree basins will be kept weed free by mechanical means, such as a hoe or hand pulling as a first choice.

d. String trimmers will normally be used for year-round weed control in sidewalks, parking lots, curbs, and other hardscape areas. This shall be done on a weekly basis to control weeds and reduce herbicide application.

4. Fertilization and Mulching

a. Turf fertilizer containing a minimum of 50% slow-release Nitrogen (N), source and Potassium (K), shall be applied to the turf three (3) times per year (October through May). Contractor shall follow the Manatee County fertilizer ordinance regarding the timing of nitrogenous fertilizer applications.

b. The Contractor shall furnish and install Melaleuca mulch, Pine straw, or Pine bark depending on site location. Mulch shall be installed at a depth of three (3) inches and applied to landscape beds, tree rings, etc. Care should be taken to avoid “volcano” mulching against the bases/root flare of trees. The Contractor shall furnish and install ½ inch washed shell in establish walkways (Riverwalk Sites), to a depth of two (2) inches. Mulch and shell will be installed once per year in October unless otherwise directed by the City.

4. General Mowing Sites

A. TURF CARE

1. Mowing, Trimming and Edging

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be weekly during the active growing season, April 1st through September 30th (26 mowing cycles). Twice a month from October 1st through March 31st (12 mowing cycles).

d. Side or rear discharge decks may be utilized for General Mowing sites provided the discharged grass clippings do not pose a threat/damage to people or property.

e. Clippings will be swept, blown, or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

f. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

g. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

h. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

i. The edits of all shrub beds where grass and mulch meet shall be maintained with a clean-cut edge using hand labor or mechanical devise, after each mowing.

B. TREE, SHRUB, PALM, AND ORNAMENTAL CARE

1. <u>Weed and Invasive Control</u>

a. All areas around trees, palms and shrubs must be maintained weed and invasive free and in an attractive condition year-round. Weed control shall be accomplished according to the specified mowing cycles.

b. Ornamental beds filled with annual grasses and broadleaf weeds are unacceptable and a constant schedule of site approved, selective and pre-emergent herbicides shall be applied by the Contractor in order to reduce the use of herbicides.

c. All ornamental beds, hedge areas, and tree basins will be kept weed free by mechanical means, such as a hoe or hand pulling as a first choice.

d. String trimmers will normally be used for year-round weed control in sidewalks, parking lots, curbs and other hardscape areas. This shall be done on a weekly basis to control weeds and reduce herbicide application.

e. The Contractor shall be responsible for replacement of ornamental plants killed or damaged by herbicide application. The Contractor shall seek the City's approval prior to any such replacement.

5. Other Site Locations

A. TURF CARE

1. Mowing, Trimming and Edging

a. All areas shall be cleaned up prior to mowing by removing all paper, trash, branches, palm fronds, glass, and other undesirable materials and debris. The Contractor shall be responsible for removing and properly disposing of the collected items and materials.

b. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Mowing height is 4" every cut, all year.

c. Mowing schedule will be twice a month during the active growing season, April 1st through September 30th (12 mowing cycles) Once a month from October 1st through March 31st, (6 mowing cycles).

d. Side or rear discharge decks may be utilized for General Mowing sites provided the discharged grass clippings do not pose a threat/damage to people or property.

e. Clippings will be swept, blown or vacuumed from water conveyances, sidewalks, patios, curbs, and roadways immediately after mowing and/or edging. Great care must be taken to avoid people and any damage to vehicles and other property. Use blowers at lowest possible throttle. Any damage, even from vegetative debris and grass clippings to vehicles and persons, or other property are the responsibility of the Contractor to repair to the satisfaction of the City.

f. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be collected and removed or dispersed by the Contractor immediately. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled and properly disposed of by the Contractor.

g. Tree and palm basins shall be kept clean of grass and weeds to a minimum of 24 inches from the trunk. Large trees and plant groupings will require tree basins as determined by the City. Edging around trees and shrub beds shall be performed using hand labor or mechanical devices. Use of any power or mechanical devices with the 24-inch area is prohibited. Any damage caused by mowers, edgers or other equipment or activities will be repaired by the Contractor, to the satisfaction of the City. This can include replace of any plant material damaged by Contractor personnel.

h. Sidewalks and other paved areas shall be edged at each mowing cycle unless otherwise authorized by the City. This standard will also include all flush, paved areas, including curbing and parking lots.

i. The edits of all shrub beds where grass and mulch meet shall be maintained with a clean-cut edge using hand labor or mechanical devise, after each mowing.

6. Ditch Maintenance

A. TURF CARE

1. <u>Mowing, Trimming and Edging</u>

a. Ditch mowing schedule will be once every three months.

b. Where appropriate a ditch arm mower or flail type mower is to be used to maintain the sides and bottoms of ditches to a height of 4-6 inches. If the site location characteristics will not accommodate such equipment line trimmers will be used to facilitate the maintenance.

7. Integrated Pest Management

A. Integrated Pest Management (IPM) is a practice promoting sustainable pest management methods that minimize health, environmental and economic risks. It is an approach that uses a combination of techniques to suppress pest populations (for example, weeds, insects, diseases, etc.). All necessary techniques are consolidated in a unified program so that pests are kept at acceptable levels in an effective and economical manner that is not detrimental to human health and the environment.

B. The Contractor is required to assist by performing visual scouting and monitoring of all turf and bed areas. The Contractor is responsible to inspect turf areas each visit for indications of pest problems and notify the City with a report of any evidence of pest problems. This can be done at the same time as the required policing the beds for trash.

C. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is negligible. No pesticides will be applied without prior approval of the City. Any deviations from these specifications will not be tolerated and are grounds for terminations.

D. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides under the Contractor's required Pest Control License issued by the Florida Department of Agriculture and Consumer Services (FLDACS).

E. Records will be kept on products used on a monthly report form, that complies with the recommended pesticide recordkeeping from FDACS, to be turned into the City along with the monthly invoice.

F. All areas receiving pesticide application (spot treatment excepted) will be posted, and follow-up removal of signage is required.

8. Site Inspections

A. Contractors shall examine the sites and fully acquaint themselves with all existing conditions of the work to be done to familiarize themselves with all precautions to be taken to avoid injury to persons and property. The Contractor shall determine, by site investigation, any necessary work not specifically called for, but necessary to satisfactorily complete the work.

B. Failure to do so does not relieve the Contractor of its obligations to furnish all materials, labor, and equipment necessary to carry out the provision of the Term Contract and to complete the contemplated work set forth in this Scope of Services.

C. Monthly site visits are required for scheduling the maintenance and reporting any unusual circumstances and delineated on the Schedule of Task/ Payment Authorization Form. The Contractor shall prearrange a mutually acceptable date for site inspection with the City for each month's services. The inspection, conducted by the Contractor and the City, using the Schedule of Task / Payment Authorization Form, shall be used for the City's authorization for payment for the tasks successfully completed.

9. Maintenance Authorization

A. SCHEDULED WORK

1. Each month's maintenance shall be completed as delineated on the Schedule of Task/ Payment Authorization Form resulting from the inspection conducted by the Contractor and a City representative. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed.

B. EMERGENCY WORK

1. Maintenance authorization for non-scheduled maintenance for emergency work shall be initiated with verbal contact (followed by written documentation) by the City representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind

damage, rain damage, or debris from storm damage. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed. Contractor shall response and resolve emergency services requested within 24 hours after notification.

C. NON-EMERGENCY

1. Maintenance authorization for non-scheduled, non-emergency maintenance shall be initiated only with written notice from the City representative. Notice shall establish the maximum compensation in accordance with the rates established, schedule for performing the service, and schedule for final performance inspection. The City shall use the Authorization Form as a schedule of tasks and authorization for payment for tasks successfully completed. Contractor shall response and resolve non-emergency services requested within 72 hours after notification.

D. AUTHORIZATION FORM

1. For Scheduled, Emergency, and Non-Emergency Work, a copy of the original invoice and the applicable Form shall be provided by the Contractor to the City prior to payment for the value of items or services received and accepted based on such work as authorized.

10. Working Hours

A. Contractor's hours of operation are defined as Monday through Friday, beginning no earlier than 7 a.m. and ending no later than 5 p.m., excluding Saturdays, Sundays and City observed holidays.

B. Requests for approval by the City to work other than regular working hours must be submitted to the City prior to any proposed Saturday, Sunday or holiday work or scheduled extended workweek hours.

C. Emergency or Non-Emergency maintenance, depending upon the circumstances, may require work to be performed during the week at non-working hours or weekends as requested by the City.

11. Invoicing

A. Payment shall be made in accordance with the Fee Schedule for work satisfactorily performed as described in this Scope of Services.

B. Contractor shall submit invoices on a per month basis. The number of cycles completed shall be indicated on the invoice.

C. All invoices shall include:

1. The site location number and physical address.

2. The date(s) services for all work completed.

3. The unit cost by site per service and total for site for the total month

4. The invoice shall reference the contract number, line-item number, and PO number.

12. Deficiency Assessment

A. The City will evaluate the Contractor's maintenance activities to ensure general compliance with Term Contract specifications.

B. If significant deficiencies are identified, written notice will be provided to Contractor. Photographic documentation showing types of deficiencies, such as crack weeds, swales not mowed, litter or mulched litter, etc. will be provided.

C. Contractor shall have three calendar days to correct deficiencies within the last three days of the maintenance cycle period.

1. Contractor shall only be provided one opportunity to correct deficiencies identified by City inspection.

2. If deficiencies exist at the time of City re-evaluation, the work will not be eligible for payment.

D. Deficiencies due to loss of equipment or personnel shall not be considered extenuating circumstances.

E. Failure to correct deficiencies within the time frames specified may result in the City self-performing corrective work and withholding actual costs of such work, including fully burdened labor rates, from Contractor's subsequent monthly payment.

F. Recurring, excessive, or uncorrected deficiencies will be considered ground for default and termination of the Term Contract.

13. Safety

A. Contractor shall conform to all Occupational Safety and Health Administration (OSHA) regulations. It is the responsibility of the Contractor to keep informed as to changes an act accordingly.

B. All Contractor staff who regularly apply herbicides and pre-emergent are required to comply with state regulation for personal protective equipment (PPE) during application.

C. Traffic Safety:

1. Manual on Uniform Traffic Control Devices: Florida Administrative Code Rule 14-15.010 adopts the Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD) as part of the FDOT rules.

a. The entire Manual can be downloaded from the Federal Highway Administration Internet website. https://mutcd.fhwa.dot.gov/kno_2009r1r2r3.htm

b. Per 6 “Temporary Traffic Control” details the proper signage and lighting required for moving operations. Chapter 6H Typical Applications (TA) numbers 1, 3, and 4 address mobile operations.

2. Contractor shall comply with Florida Statutes §316.2225(7) regarding slow-moving vehicle signage.

3. Reflective clothing of Contractor’s employees shall comply with the most current American Nation Standard for High-Viability Safety Apparel, ANSI/ISEA 107-1999. The appropriate garment shall be worn regardless of time or temperature of the work environment.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	1000 Barcarrota Blvd.	Per cut	$167.00
2	1010 9th Ave. West Fire Station #1	Per cut	$100.00
3	1312 2nd. Ave. East Riverwalk East, Mineral Springs Park	Per cut	$102.00
4	259 12th St. West City Center	Per cut	$239.00
5	2905 59th St W - PSOC site and Fire Station #3	Per cut	$46.00
6	452 3rd Ave. West Riverwalk Area	Per cut	$1,180.00
7	Riverside Dr. E from 2nd St East to 12th St East. 208 10th St E Retention Pond. Near Glazier Gates.	Per cut	$123.00
8	1108 2nd AVE W	Per cut	$18.00
9	112 11th Ave West Love Park	Per cut	$19.00
10	1300 6th St. West Public Works Central Yard	Per cut	$103.00
11	1520 6th St. West Sanitation Yard & Parking Lots	Per cut	$98.00
12	1801 17th Ave West (17th Avenue West Park)	Per cut	$72.00
13	1810 1st St. West Wastewater Treatment Plant	Per cut	$123.00
14	201 13th Ave W. Corner of 13th Ave W and 1st St W. mow, line trim, edge	Per cut	$76.00
15	2100 block 12th Ave W Wares Creek bridge and adjacent lot to NE mow, line trim	Per cut	$46.00
16	25th St. W R.O.W. between 26th Ave West and 30th Ave West	Per cut	$25.00
17	2718 13th Ave West (28th Street West Park)	Per cut	$32.00
18	2911 6th Ave West Park at Olde Westfield	Per cut	$127.00
19	3120 1st Ave. West Lewis Park	Per cut	$230.00
20	33rd St Ct W - medians (9th Ave W to Manatee Ave W)	Per cut	$32.00
21	37th St W - medians	Per cut	$97.00
22	43rd St W - Eastside R.O.W. (36th Ave W to 26th Ave W) & Sandpointe Dr. W median (east side of 43rd St W & 23rd Ave West)	Per cut	$64.00
23	509 9th Ave West Dr. Martin Luther King Jr. Park	Per cut	$20.00
24	600 Block 8th Ave W Retention pond	Per cut	$32.00
25	702 2nd St West Water Tower and Electrical Park and adjacent lots	Per cut	$156.00

EXHIBIT B
FEE SCHEDULE

26	8th Ave W - medians (26th St W to 20th St W)	Per cut	$37.00
27	Ballard Park & Shuffle Court - property outside of fence (14th St W and 7th Ave W). Inc R.O.W. on 14th St Ct W	Per cut	$32.00
28	Cordova Lakes - median & North & South side R.O.W's along 36th Ave W between 61st St W & 59th St W	Per cut	$27.00
29	CRA parcel 1312-1316 11th St W	Per cut	$89.00
30	CRA sites 1404,1424,1444 14th St. West	Per cut	$100.00
31	Easement on westside of 34th St W & 19th Ave W around/behind LS 29.	Per cut	$15.00
32	East side R.O.W. of 71st St W between 29th Ave W & 34th Ave W	Per cut	$25.00
33	Kendal Ridge R.O.W's - Westside of 23rd Ave W (1st St W to 51st St W) and Southside of 51st St W (26th Ave W to 23rd Ave W)	Per cut	$122.00
34	Median & East R.O.W. on 66th St W from northside of Cortez Rd to approx. 10 ft south of Hertiage Village W guard house	Per cut	$20.00
35	MLK Blvd - Full R.O.W's (9th St W to 1st St W) & LOT (2nd St W & MLK Blvd)	Per cut	$123.00
36	Neal Park, Virginia Dr W - E R.O.W. 9th Ave W bridge to Manatee Ave bridge, 7th Ave West R.O.W., N side of Manatee Ave strip to sidewalk. 9th Ave W N side R.O.W.	Per cut	$119.00
37	R.O.W. 51st St. West, west of 5315 Cortez Rd. West. West of Walmart, Medians along 47th St. West	Per cut	$75.00
38	Southern Pkwy medians from 26th St W to end of medians just south of intersection of 37th St W & Southern Pkwy W & Sandpointe Dr W median between Highland Ave	Per cut	$126.00
39	Spanish Park Area/9th. Ave. W - R.O.W.. (64th. St. W to 63rd. St. W.)	Per cut	$49.00
40	West side R.O.W. of 63rd St W from midblock 43rd Ave W & 63rd St W north to 40th Ave W	Per cut	$35.00
41	1416 9th St W. Public Works Equip. Yard, Sign Shop, & 10th St W R.O.W.	Per cut	$100.00
42	14th Ave W bridge R.O.W. between 21st St W & 20th St W	Per cut	$25.00
43	Alley bounded by 19th & 20th Ave W in N/S & 5th St W in E	Per cut	$25.00
44	Alley bounded by 20th & 21st Ave W in N/S & 7th & 5th St Win E/W	Per cut	$25.00
45	Alley bounded by 20th & 21st Ave W in N/S & 9th & 7th St Win E/W	Per cut	$25.00
46	Easement NE corner of intersection of 22nd St W & 26th Ave W	Per cut	$25.00
47	Village Green North/South Ditch	Per cut	$30.00

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
48	Non-Emergency Maintenance Services - During Normal Business Hours	Hourly	$35.00
49	Non-Emergency Maintenance Services - After Normal Business Hours	Hourly	$35.00
50	Emergency Maintenance Services - During Normal Business Hours	Hourly	$35.00
51	Emergency Maintenance Services - After Normal Business Hours	Hourly	$35.00

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Traffic Sign Replacement Services with Stipe A Lot of America ll, Corp.

SUGGESTED ACTION: Approval of the contract for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 23, 2025, Council approved IFB 25-031NT recommendation of award to Stipe A Lot of America ll, Corp. for the Traffic Sign Replacement Services IFB. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Funds are from 00154100-552000 (Sign Shop Supplies).

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Traffic Sign Replacement Services with Stripe A Lot of America ll, Corp.

ATTACHMENTS:
Term Contract for Traffic Sign Replacement Services with Stripe A Lot of America II Corp.

TERM CONTRACT FOR
TRAFFIC SIGN REPLACEMENT SERVICES

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Stripe A Lot of America II, Corp. (the "Contractor") a Florida corporation, located at 1607 N. Hercules Ave., Clearwater, Florida 33765.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide replacement, installation, and refurbishment of traffic signs in various areas with the City of Bradenton on an "as needed basis"; and

WHEREAS, the City issued IFB 25-031NT on June 6, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on July 13, 2025; and

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

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for the traffic sign replacement services in accordance with the specifications/scope of services made part of this contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of one (1) year. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the Services in accordance with the Fee Schedule attached hereto. In no event shall the total Contract Price exceed One Hundred Eighty Thousand and Zero Cents ($180,000.00) for the initial term.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the City. Contractor acknowledges and agree that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

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

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Fee Schedule attached hereto.

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

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

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

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

VII. CONTRACTOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully

qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

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

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

E. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work there of (included but not limited to those included in Exhibit C, Disaster Related Contract Provisions, which is attached hereto and incorporated herein by reference), and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

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

G. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

I. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such

communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

   1. Review of all Contractor payment requests for approval or rejection; and

   2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

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

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

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

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

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

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

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

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

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

XIII. STOP WORK ORDER

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

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

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

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

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties

and supersede all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

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

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

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

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

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

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

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

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

TERM CONTRACT FOR
TRAFFIC SIGN REPLACEMENT SERVICES

Contractor's Representative:		City's Administrative Agent:	
Name:	Gregg Kay	Name:	Sean Horan
Title:	Stripe A Lot of America II Corp	Title:	Superintendent Streets and Drainage Division
Address:	1607 N Hercules Ave Clearwater, FL 33765	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	727-441-5003	Telephone:	941-462-1993
E-Mail:	info@stripe-america.com	E-Mail:	Sean.horan@bradentonfl.gov

With a copy to:

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

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

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

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

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

CONTRACTOR

Stripe A Lot of America II, Corp.

By: Gregg Kay

Its: President_

(Title of Authorized Representative)

Date: August 6, 2025

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY:_____
TAMARA MELTON
City Clerk

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Contractor Requirements

A. Prior to the start of work the Contractor shall inventory all signs in the City and their conditions. From there the Contractor shall inventory all signs throughout the City on a quarterly basis. If any signs are damaged or leaning the Contractor shall make note of the sign, the issue, location and a schedule of when it will be repaired.

B. The Contractor shall work with the City's GIS designee to identify and record sign types and locations.

C. The Contractor shall replace/repair a Stop Sign within two (2) hours from service request notification by the city or after hours call by On-Call CBSI. A Contractor's performance to meet a service request notification to install, replace or repair a Stop Sign issued by the city after 3:30 P.M. will be considered as non-standard hours.

D. The Contractor shall take before and after photos of all repairs and replacements of signs and posts and provide detailed work reports which contain sign location, type, time and date of repair, etc.

E. All work shall be conducted in strict accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation (FDOT) Standard Plans for Road Construction, and the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.

F. The Contractor shall provide Maintenance of Traffic (MOT) in accordance with the latest Florida Department of Transportation (FDOT) Standard Plans for the project. Failure to comply with this requirement will result in complete shutdown by the City with no additional compensation to the Contractor. Driveway access shall be always maintained.

G. The Contractor shall remove and replace damaged, outdated, or missing traffic signs, including but not limited to regulatory, warning, and guide signs.

H. The work includes the installation of new signposts, as well as the necessary excavation, concrete work, and backfilling for each installation.

I. The signs and posts will be provided by the Contractor, and the Contractor is responsible for proper installation, ensuring compliance with MUTCD height and setback requirements.

J. All posts, except those installed in concrete medians, shall be set using a high-strength concrete mix meeting or exceeding ASTM C 387 specifications. Concrete shall be placed at a minimum of 20 pounds and a maximum of 40 pounds per post.

K. Posts installed in concrete medians must have a 10-inch cutout with a PVC, CPVC, or fiberglass insert. The insert must be installed flush with the top of the median and the hole filled with soil.

L. Traffic control and safety procedures must be adhered to, including providing all necessary personnel, equipment, and materials for the safe execution of the work.

2. Mobilization and Demobilization

A. The Contractor shall be responsible for mobilizing all necessary personnel, equipment, and materials to the work site.

B. Mobilization includes all preparatory work such as securing necessary insurance, setting up traffic control, and ensuring the readiness of equipment.

C. Upon completion of the project, demobilization will include the removal of equipment, completing punch list items, and cleaning the work site to restore it to its original or better condition.

D. There will be no direct payment for Mobilization/Demobilization. The cost for Mobilization/Demobilization shall be incidental to the project or included in the bid price for the various bid items.

3. Work Schedules, Locations and Maintenance of Traffic

A. The Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as (6:00 a.m. to 6:00 p.m.) Monday through Friday. No lane closures shall be permitted during the peak periods.

B. Due to restrictions on lane closures during peak hours (6:00 a.m. to 6:00 p.m.) on major collectors or arterials, the Contractor may be required to perform work during nights or weekends.

C. The City reserves the right to vary the location(s) where, and the time(s) of day and the time(s) of week when, service(s) are provided. The objective is to meet the needs of the City and to ensure the highest quality possible of the service(s) provided.

D. The Contractor shall be responsible to provide safety and MOT to safely maintain vehicular, bicycle, and pedestrian traffic within the work limits and comply with all traffic safety requirements during all work. This includes any necessary detours, advanced warnings and channelization or other features, both at the immediate work site and outlying points.

E. Worksite traffic supervisor shall be certified in Advanced MOT and shall be present at the work site at all times.

F. The Contractor shall provide all necessary MOT to perform the work.

G. Routine work shall be conveyed to Contractor verbally and/or in writing; written documentation is to follow within 24 hours if work was initially communicated verbally.

4. Estimated Quantities

A. The exact quantities of signs required are not guaranteed, though the city estimates approximately 40,000 traffic signs for replacement or restoration. The actual quantities may vary, and purchase orders will be issued on an as-needed basis. Separate purchase orders will be utilized for each specific requirement.

5. Contractor Responsibilities

H. Contractor's Field Supervisor or Project Manager shall be available directly, without involvement of office personnel or answering service, 24 hours per day, seven (7) days per week during the term of the contract for direct contact with City personnel.

I. The Contractor shall provide all labor, materials, equipment, supervision, and necessary means to complete the project in a safe and efficient manner.

J. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Bradenton and all applicable State and Federal laws, policies, procedures, and guidelines.

K. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

L. Contractor is responsible for all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

M. The Contractor must coordinate with the City on a daily basis regarding work schedules, progress, and any potential issues.

6. Warranty of Construction

A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:

a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the City with the manufacturer's written authorization. Contractors shall be obligated to provide to the City copies of all manufacturer's warranties and guarantees.

b. The warranty hereunder shall be in addition to whatever rights the City may have under law. The Contractor’s obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies ·with the Contract.

c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract and this warranty, the City shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the City and the Contractor.

d. All guarantees and warranties under the Contract are fully enforceable by the City acting in its own name.

7. Declared Emergency Services

A. In the event of an emergency, where a potential safety hazard may exist or where traffic is delayed or impeded, the City may deem the installation and/or removal to be an Emergency Repair and the Contractor shall initiate repairs within a period not to exceed 2 hours including travel time from notification by the City. City will notify Contractor of emergency repair requests via telephone; written documentation is to follow within 24 hours.

B. During a federal or state declared emergency, the Contractor shall support the City in Traffic/Sign Repair Services related to disaster reimbursement. The contractor shall prepare required documentation for any disaster claims, coordination of appeals process of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events.

C. The Contractor shall provide all documentation required as part of emergency work and FEMA requirements to include before and after photos of each repair and detailed work reports.

D. The Contractor shall provide an Emergency Contact to receive and respond to phone calls, e-mails and written work requests from the City as follows:

1. The Emergency Contact shall be available seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends.
2. The Emergency Contract shall be available to meet with the city as needed and shall respond to the City within one (1) hour of being contracted via phone or email.
3. Contractor shall immediately notify City of any changes to the Emergency Contact such as a new phone number, email address, etc.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	Post – Install	EA	$425.00
2	Post – Repair	EA	$300.00
3	Post – Replace	EA	$425.00
4	Regulatory Sign Install – all sizes	EA	$475.00
5	Regulatory Sign Repair – all sizes	EA	$355.00
6	Regulatory Sign Replace – all	EA	$500.00
7	Warning Sign Install – all sizes	EA	$475.00
8	Warning Sign Repair – all sizes	EA	$355.00
9	Warning Sign Replace – all sizes	EA	$499.00
10	Pedestrian Sign Install – all sizes	EA	$475.00
11	Pedestrian Sign Repair – all sizes	EA	$355.00
12	Pedestrian Sign Replace – all	EA	$500.00
13	School Sign Install – all sizes	EA	$475.00
14	School Sign Repair – all sizes	EA	$355.00
15	School Sign Replace – all sizes	EA	$500.00
16	Street Sign Install	EA	$575.00
17	Street Sign Repair	EA	$355.00
18	Street Sign Replace	EA	$625.00
19	After Hours Work Rate	HR	$400.00

DECLARED EMERGENCY WORK

Line Item	Description	Unit of Measure	Unit Cost
20	Single Post Sign, Straighten & Reset Post	EA	$450.00
21	Single Post Sign, Relocate Existing Sign to New Post	EA	$475.00
22	Single Post Sign, F&I Ground Mount, Up to 12 SF	EA	$575.00
23	Single Post Sign, Install	EA	$525.00

Exhibit C

DISASTER RELATED GRANT PROVISIONS

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Contractor" and "Company," shall be interchangeable.

Note: references to Project herein shall be deemed a reference to the services provided under the contract.

2 CFR Part 200 Uniform Guidance Contract Provisions

(1) Breach of Contract

Applicability. Contracts for more than the simplified acquisition threshold, currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

DISPUTE RESOLUTION

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

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

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

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

(2) Termination

Applicability. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement.

TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination. The Contractor shall be notified in writing by the City and shall have an opportunity to cure such default within ten (10) works days after notification.

C. In the event that the Contractor has abandoned performance under this Contract then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be stated above.

D. The Contractor shall have the right to terminate services only in the event of the City filing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City Administrative Agent, or if the Project is suspended by the City of a period greater than ninety (90) calendar days.

E. The City reserves the right to terminate and cancel the Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

G. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract.

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

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

4. Loss caused by the Contractor;

5. The Contractor's failure or refusal to perform any other obligations to the City after written Notice and reasonable opportunity to cure as set forth above.

(3) Equal Employment Opportunity

Applicability. Federally assisted construction contracts as defined in 41 C.F.R. § 60-1.3.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex sexual orientation, gender identity, or nation origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with

which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the

administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(4) Davis-Bacon Act

Applicability: The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(a) All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(c) Additionally, contractors are required to pay wages not less than once a week.

(5) Copeland Anti-Kickback Act

Applicability: This requirement applies to all contracts for construction or repair work exceeding $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

(a) Contractor. The Contract shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(6) Contract Work Hours and Safety Standards Act

Applicability: This requirement applies to all procurements exceeding $100,000 that involve the employment of mechanics or laborers. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (6)(a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (6)(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (6)(a) of this section.

(c) *Withholding for unpaid wages and liquidated damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6)(b) of this section.

(d) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (6)(a) through (d) of this section.

(7) Clean Air Act and Federal Water Pollution Control

Applicability. Required for contracts exceeding $150,000.

(a) Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) Federal Water Pollution Control Act

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(8) Debarment and Suspension

Applicability. Required for contracts and subcontract exceeding $25,000.

(a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City . If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Separate Government Wide Debarment and Suspension certification included for signature

(9) Byrd Anti-Lobbying Amendment

Applicability. Certification required for contracts and subcontract exceeding $100,000.

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

Separate Lobbying Certification included for signature

(10) Procurement of Recovered Materials

Applicability. Required for contracts exceeding $10,000.

(a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(11) Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions

(i) This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(12) Domestic Preference for Procurements

(a) As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The Contractor, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. §200.321 to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which

encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

Federal Emergency Management Administration (FEMA) Required Contract Provisions:

(1) Access and Retention of Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Department of Homeland Security (DHS) Seal, Logo, and Flags –

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(3) Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. No Obligation by Federal Government

(4) No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(5) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(6) Copyright and Data Rights

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Gregg Kay

Signature of Contractor's Authorized Official

Gregg Kay - President

Name and Title of Contractor's Authorized Official

August 6, 2025

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor shall comply and facilitate compliance with Department of Homeland Security regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 3000, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). And to each contract at any tier that must be approved by a FEMA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Contract;
b. Suspended from participation in any federally assisted Contract;
c. Proposed for debarment from participation in any federally assisted Contract;
d. Declared ineligible to participate in any federally assisted Contract;
e. Voluntarily excluded from participation in any federally assisted Contract; or
f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Bradenton. If it is later determined by the City of Bradenton that the Contractor knowingly rendered an erroneous certification, in addition to the remedies, including but no limited to suspension and/or debarment. The Contractor agrees to comply with the requirement of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 3000, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Stripe A Lot of America II Corp

Company Name

Gregg Kay

Signature of Contractor's Authorized Official

Gregg Kay - President

Name and Title of Contractor's Authorized Official

August 6, 2025

Date

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: 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.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The subject redevelopment site consists of 32.39 acres of vacant land. The purpose for the Brownfield Designation is to assist the City of Bradenton, as owner, with possible remediation that may be required on the property, utilizing the FDEP's Brownfields Program's economic benefits, including liability protection.

FINANCIAL IMPACT:

N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 25-66.

ATTACHMENTS:
Resolution 25-66

RESOLUTION NO. 25-66

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

WHEREAS, the Legislature of the State of Florida, in Sections 376.77 – 376.85, Florida Statutes, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of real property where the expansion, redevelopment or reuse of which may be complicated by actual or perceived environmental contamination; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the Brownfield Area must notify the Florida Department of Environmental Protection of its decision to designate a Brownfield area including a resolution approving and evidencing the designation; and

WHEREAS, the real property which is the subject of this Resolution is not within a Community Redevelopment Area; and

WHEREAS, the real property which is the subject of this Resolution is owned by the City of Bradenton; and

WHEREAS, the City intends to redevelop the property with City of Bradenton Public Works Operations Facilities; and

WHEREAS, the City of Bradenton has conducted the necessary public hearings for designation of a Brownfield Area; and

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

Section 1. The City Council for the City of Bradenton hereby designates the property generally located at 1706 9th Street East, Parcel ID #4633211009 consisting of 28.3100 acres, and 9th Street East, Parcel ID #4687900059 consisting of 4.0800 acres and described with more particularity in the legal description attached hereto as Exhibit "A" and as depicted by the map attached hereto as Exhibit "B", a brownfield area for the purposes of Sections 376.77 – 376.85, Florida Statutes, to be known as the Tropicana – Public Works Site Reuse Area. Such designation shall not, however,

render the City of Bradenton liable for the cost of site rehabilitation or source removal, as those terms are defined in Section 376.79, Florida Statutes.

Section 2. The Mayor, City Clerk, and City Attorney are hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

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

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING THIS 13TH DAY OF AUGUST, 2025.

ATTEST:

Tamara Melton, CITY CLERK

Gene Brown, MAYOR

APPROVED AS TO FORM:

Scott Rudacille, CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 4633211009
– 1706 9th St E

COM AT THE SE COR OF THE SW1/4 OF SEC 36; TH N 00 DEG 19 MIN 50 SEC E ALG THE ELY LN OF THE SW1/4 OF SD SEC 36 A DIST OF 1437.44 FT TO THE INT WITH THE SWLY LN OF THE C.S.X. R.R. R/W (FORMERLY KNOWN AS THE SEABOARD COASTLINE R.R.); TH N 53 DEG 11 MIN 51 SEC W ALG THE SWLY LN OF SD C.S.X. R.R. R/W PARALLEL WITH THE C.S.X. MAIN LINE TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 67.18 FT TO THE INT OF THE SWLY LN OF THE C.S.X. R.R. R/W WITH THE WLY R/W OF 9TH ST E AS SHOWN ON F.D.O.T. R/W MAPS SECTION 13120-2506 FOR A POB; TH CONT N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X. R.R. R/W PARALLEL WITH SD MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 374.18 FT; TH S 88 DEG 54 MIN 10 SEC E ALG SD SWLY C.S.X. R.R. R/W 68.54 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1446.68 FT; TH N 89 DEG 05 MIN 05 SEC W ALG SD SWLY C.S.X. R.R. R/W 68.24 FT; TH N 53 DEG 11 MIN 51 SEC W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 179.09 FT; TH N 00 DEG 23 MIN 07 SEC E ALG SD C.S.X. R.R. R/W 49.71 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD C.S.X. R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1104.58 FT TO THE INT WITH THE ELY R/W OF S.R. 55; TH S 00 DEG 30 MIN 55 SEC E ALG THE ELY R/W OF SD S.R. 55 96.51 FT; TH N 89 DEG 29 MIN 05 SEC E 27.63 FT; TH S 53 DEG 11 MIN 51 SEC E PARALLEL WITH THE SWLY C.S.X. R.R. R/W AND 60 FT SWLY THEREFROM A DIST OF 802.97 FT; TH S 00 DEG 24 MIN 36 SEC W A DIST OF 1184.93 FT TO THE INT WITH THE NLY R/W OF S.R. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T. R/W MAPS; TH S 89 DEG 04 MIN 20 SEC E ALG THE NLY R/W OF SD S.R. 683 (U.S. 301), 719.47 FT; TH S 89 DEG 03 MIN 49 SEC E ALG SD NLY R/W A DIST OF 307.14 FT TO A POINT ON THE ARC OF A CURVE WHOSE RAD POINT LIES S 12 DEG 01 MIN 01 SEC W 1592.39 FT; TH RUN SELY ALG SD NLY R/W AND THE ARC OF SD CURVE THROUGN A C/A OF 19 DEG 31 MIN 46 SEC A DIST OF 542.77 FT TO THE P.T. OF SD CURVE; TH S 58 DEG 27 MIN 13 SEC E ALG SD NLY R/W A DIST OF 308.55 FT TO THE INT WITH THE WLY R/W OF AFORESAID 9TH ST E; TH N 07 DEG 40 MIN 57 SEC E ALG THE NLY R/W OF SD 9TH ST E A DIST OF 233.52 FT TO THE POB; SUBJ TO R/W EASMNT REC IN OR 2268/4531, PI#46332.1100/9

Parcel ID: 4687900059
– 9th St E

PARCEL "A"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34S, RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW 1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506, FOR A POB; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD

SWLY CSX RR R/W, 948.56 FT; TH S 00 DEG 16 MIN 20 SEC W, LEAVING SD SWLY CSX RR R/W, A DIST OF 121.85 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD 683 (US HWY 301), AS SHOWN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, A DIST OF 970.67 FT TO THE INTERSECTION WITH THE AFORESAID ELY R/W OF 9TH ST E; TH N 06 DEG 00 MIN 58 SEC W, ALONG SD ELY R/W, A DIST OF 184.34 FT TO THE POB. TOGETHER WITH: PARCEL "B"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34 S RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/2, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 948.56 FT FOR A POB: TH CONT S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 306.82 FT TO A PT ON THE ARC OF A CURVE WHOSE RADIUS PT LIES S 53 DEG 17 MIN 56 SEC W, 930.06 FT; TH RUN SELY, ALONG SD SWLY CSX RR R/W AND THE ARC OF SD CURVE, THROUGH A C/A OF 10 DEG 21 MIN 25 SEC, A DIST OF 168.12 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD NO 683 (US HWY 301), AS SHOWHN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, 391.96 FT; TH N 00 DEG 16 MIN 20 SEC E, A DIST OF 121.85 FT TO THE POB. PI#46879.0005/9

EXHIBIT "B"

MAP



AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: 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.

SUGGESTED ACTION: Vote to approve or deny Ordinance 4062.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton has purchased and annexed the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The proposed future land use is Industrial, which is a continuation of the

designation assigned to adjacent property within Bradenton's jurisdiction.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Move to approve or deny Ordinance 4062.

ATTACHMENTS:
Ordinance 4062
Staff Report
Application

ORDINANCE NO. 4062

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

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and,

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and,

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and,

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and,

WHEREAS, the City amends Comprehensive Plans and maps from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, The City of Bradenton (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

WHEREAS, The City of Bradenton submitted a Future Land Use Map application to designate the Property, consisting of approximately 32.39 acres, as I, Industrial (the "Amendment"); and

WHEREAS, the LPA and the City Council have in the preparation of the Amendment to the City's Comprehensive Plan performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and,

WHEREAS, the City of Bradenton's LPA held a public hearing on June 18, 2025, to consider the proposed Amendment; and,

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and,

WHEREAS, the City Council held a public hearing on August 13, 2025, to consider the proposed Amendment; and,

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on August 13, 2025 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as I, Industrial.

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by the Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 13th DAY OF AUGUST, 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____

Tamara Melton
CITY CLERK

_____

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 18, 2025
City Council 1st Reading	July 23, 2025
City Council 2nd Reading and Public Hearing	August 13, 2025
Local Planning Agency ad published	June 5, 2025
City Council hearing ad published	August 3, 2025

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida. Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458)**:**

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

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bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: NONE

SHEET: 2 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

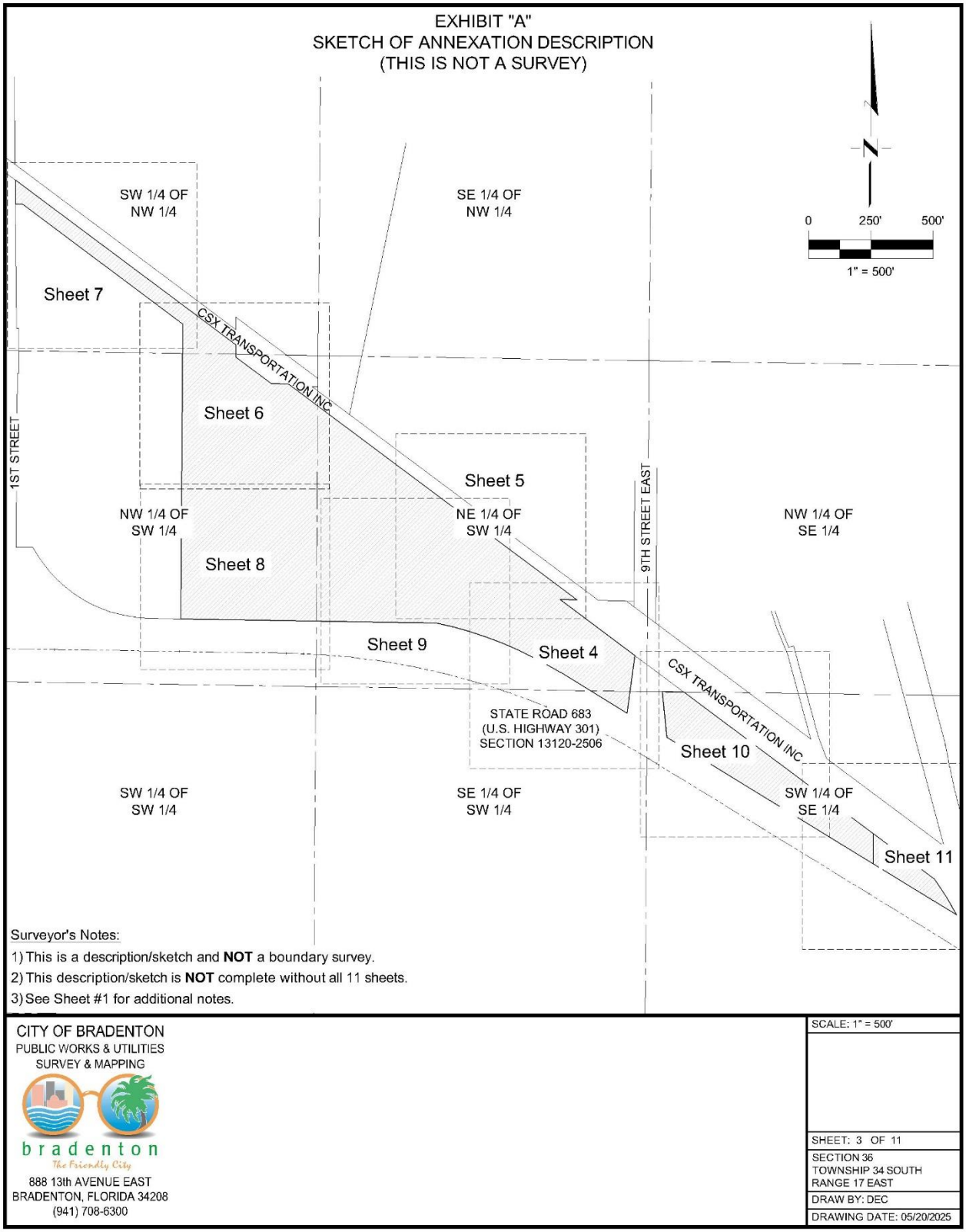
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SW 1/4 OF NW 1/4
SE 1/4 OF NW 1/4
0 250' 500'
1" = 500'
Sheet 7
CSX TRANSPORTATION INC
Sheet 6
1ST STREET
Sheet 5
9TH STREET EAST
NW 1/4 OF SW 1/4
NE 1/4 OF SW 1/4
NW 1/4 OF SE 1/4
Sheet 8
Sheet 9
Sheet 4
CSX TRANSPORTATION INC
STATE ROAD 683
(U.S. HIGHWAY 301)
SECTION 13120-2506
Sheet 10
SW 1/4 OF SW 1/4
SE 1/4 OF SW 1/4
SW 1/4 OF SE 1/4
Sheet 11
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
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(941) 708-6300
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

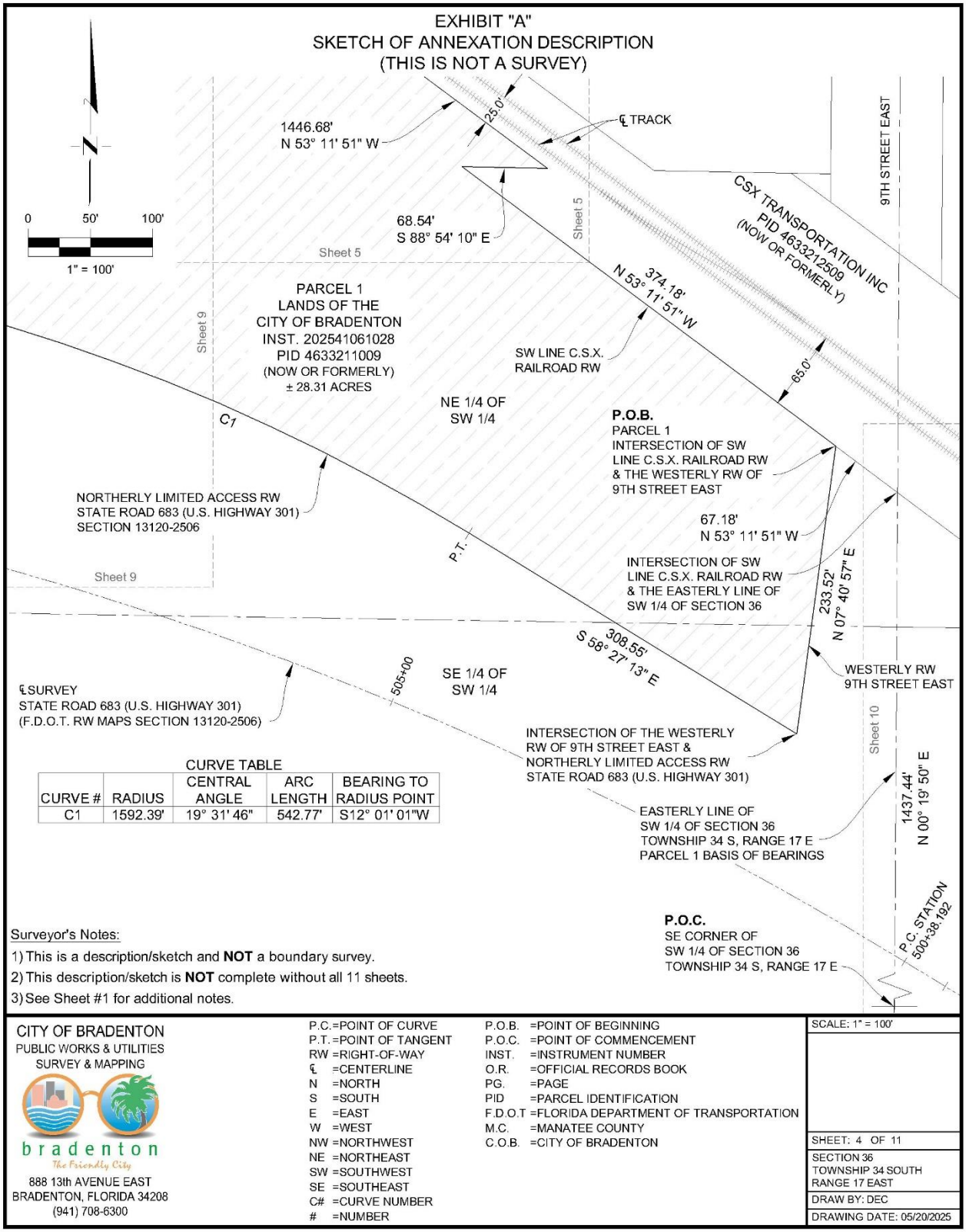
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
0
50'
100'
1" = 100'
1446.68'
N 53° 11' 51" W
25.0'
℄ TRACK
68.54'
S 88° 54' 10" E
Sheet 5
CSX TRANSPORTATION INC
PID 463321250
(NOW OR FORMERLY)
9TH STREET EAST
374.18'
N 53° 11' 51" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SW LINE C.S.X.
RAILROAD RW
65.0'
NE 1/4 OF
SW 1/4
C1
P.O.B.
PARCEL 1
INTERSECTION OF SW
LINE C.S.X. RAILROAD RW
& THE WESTERLY RW OF
9TH STREET EAST
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
67.18'
N 53° 11' 51" W
P.T.
INTERSECTION OF SW
LINE C.S.X. RAILROAD RW
& THE EASTERLY LINE OF
SW 1/4 OF SECTION 36
233.52'
N 07° 40' 57" E
Sheet 9
308.55'
S 58° 27' 13" E
WESTERLY RW
9TH STREET EAST
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
505+00
SE 1/4 OF
SW 1/4
INTERSECTION OF THE WESTERLY
RW OF 9TH STREET EAST &
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
Sheet 10
1437.44'
N 00° 19' 50" E
EASTERLY LINE OF
SW 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
PARCEL 1 BASIS OF BEARINGS
P.C. STATION
500+38.192
P.O.C.
SE CORNER OF
SW 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C.=POINT OF CURVE
P.T.=POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 4 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

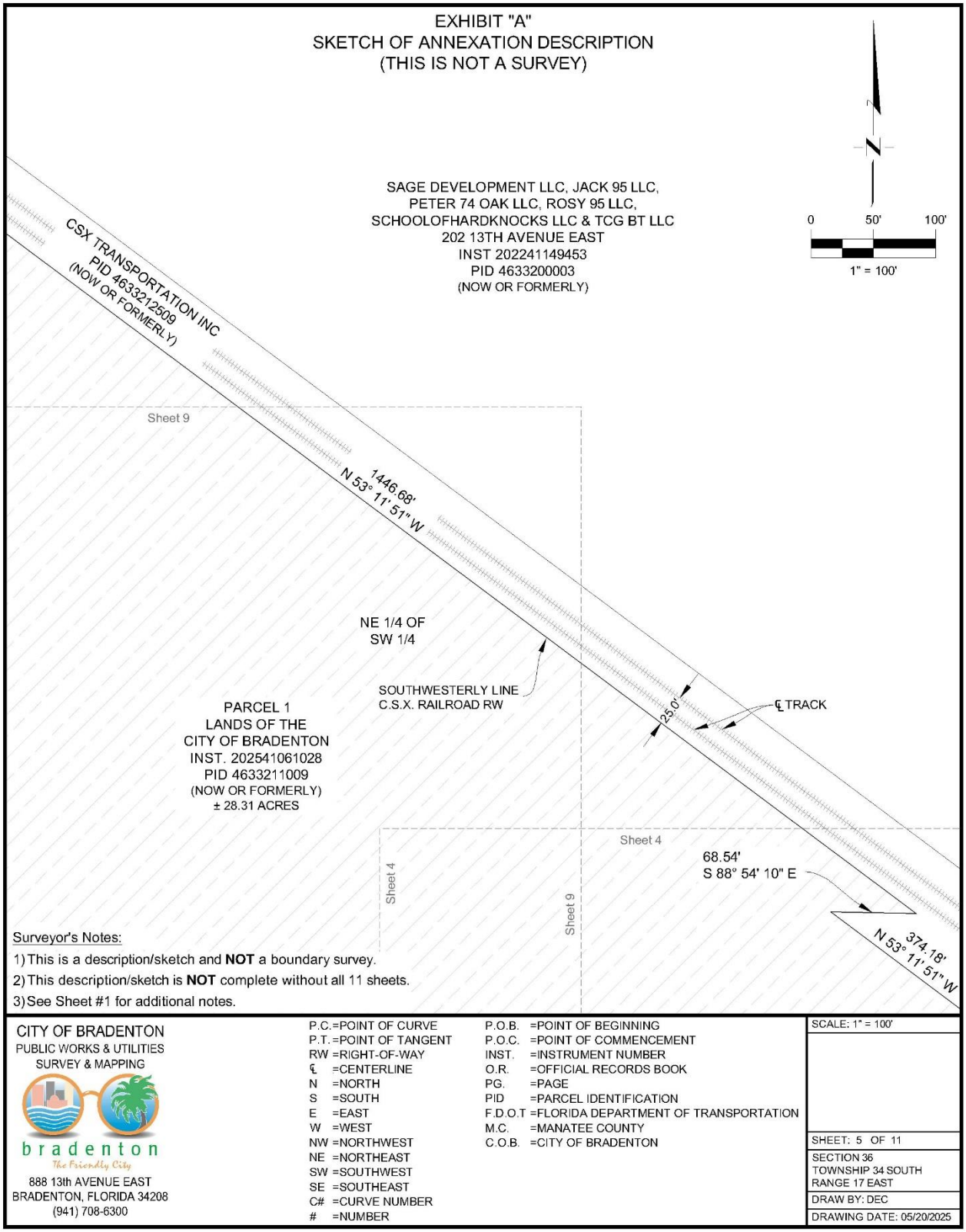
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 9
1446.68'
N 53° 11' 51" W
NE 1/4 OF
SW 1/4
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
25.0'
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Sheet 4
Sheet 4
Sheet 9
68.54'
S 88° 54' 10" E
374.18'
N 53° 11' 51" W
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
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F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 5 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

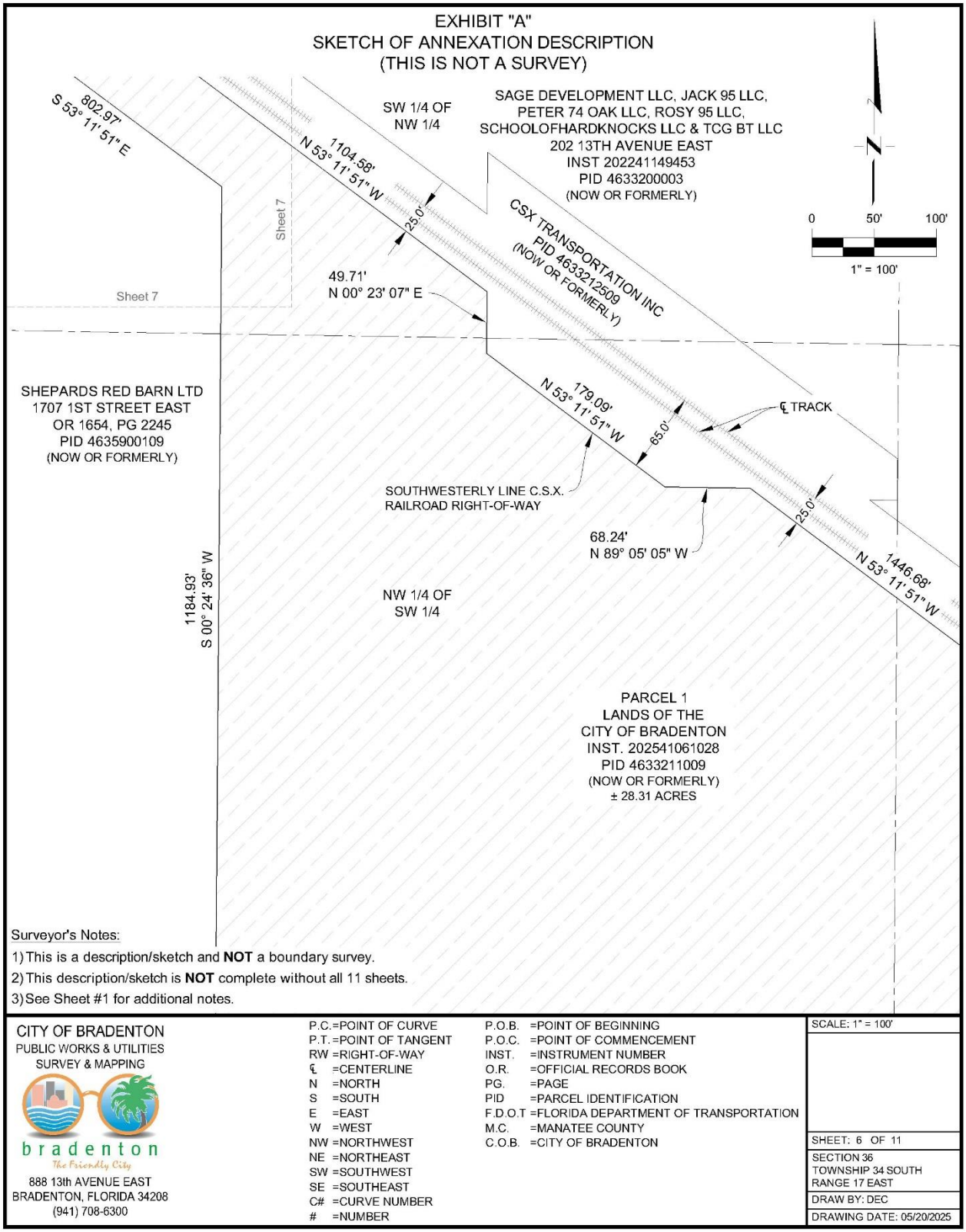
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
S 53° 11' 51" E
802.97'
SW 1/4 OF
NW 1/4
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
N 53° 11' 51" W
1104.58'
25.0'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 7
49.71'
N 00° 23' 07" E
Sheet 7
0
50'
100'
1" = 100'
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
N 53° 11' 51" W
179.09'
65.0'
℄ TRACK
SOUTHWESTERLY LINE C.S.X.
RAILROAD RIGHT-OF-WAY
68.24'
N 89° 05' 05" W
25.0'
N 53° 11' 51" W
1446.68'
1184.93'
S 00° 24' 36" W
NW 1/4 OF
SW 1/4
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
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SHEET: 6 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
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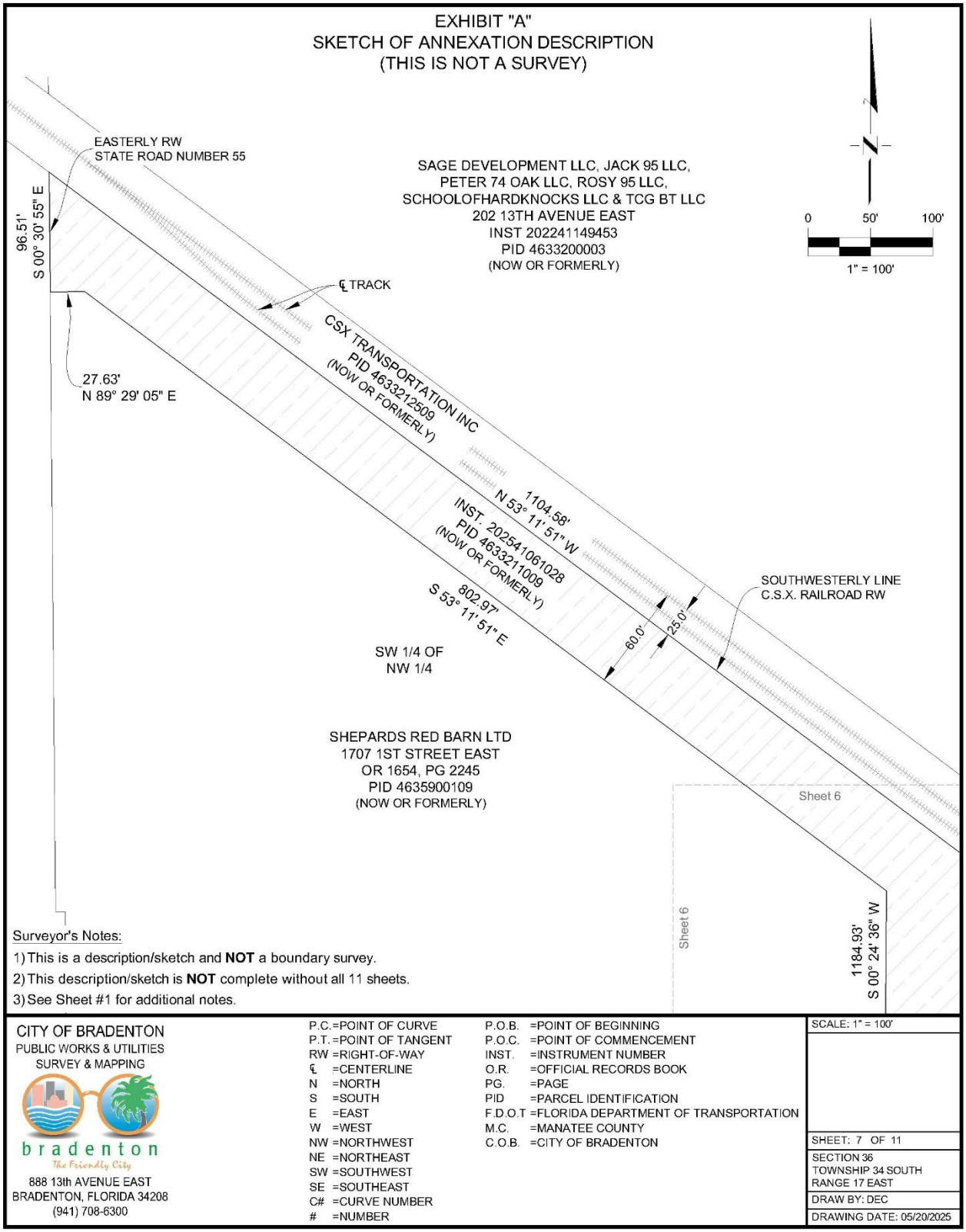
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
EASTERLY RW
STATE ROAD NUMBER 55
96.51'
S 00° 30' 55" E
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
27.63'
N 89° 29' 05" E
1104.58'
N 53° 11' 51" W
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
802.97'
S 53° 11' 51" E
60.0'
25.0'
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
SW 1/4 OF
NW 1/4
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
Sheet 6
Sheet 6
1184.93'
S 00° 24' 36" W
Surveyor's Notes:
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CITY OF BRADENTON
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SHEET: 7 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
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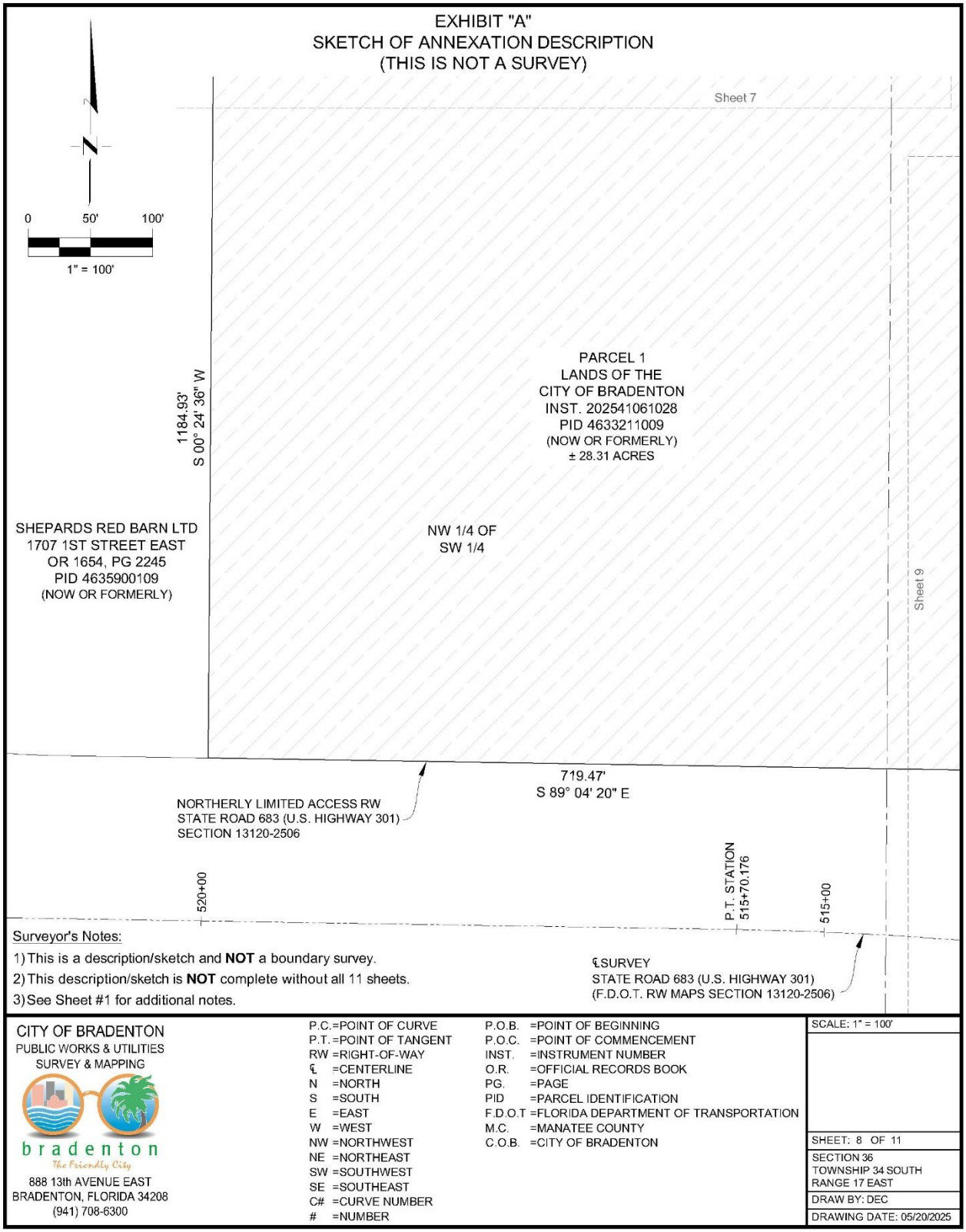
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
Sheet 7
0
50'
100'
1" = 100'
1184.93'
S 00° 24' 36" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
NW 1/4 OF
SW 1/4
Sheet 9
719.47'
S 89° 04' 20" E
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
520+00
P.T. STATION
515+70.176
515+00
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Surveyor's Notes:
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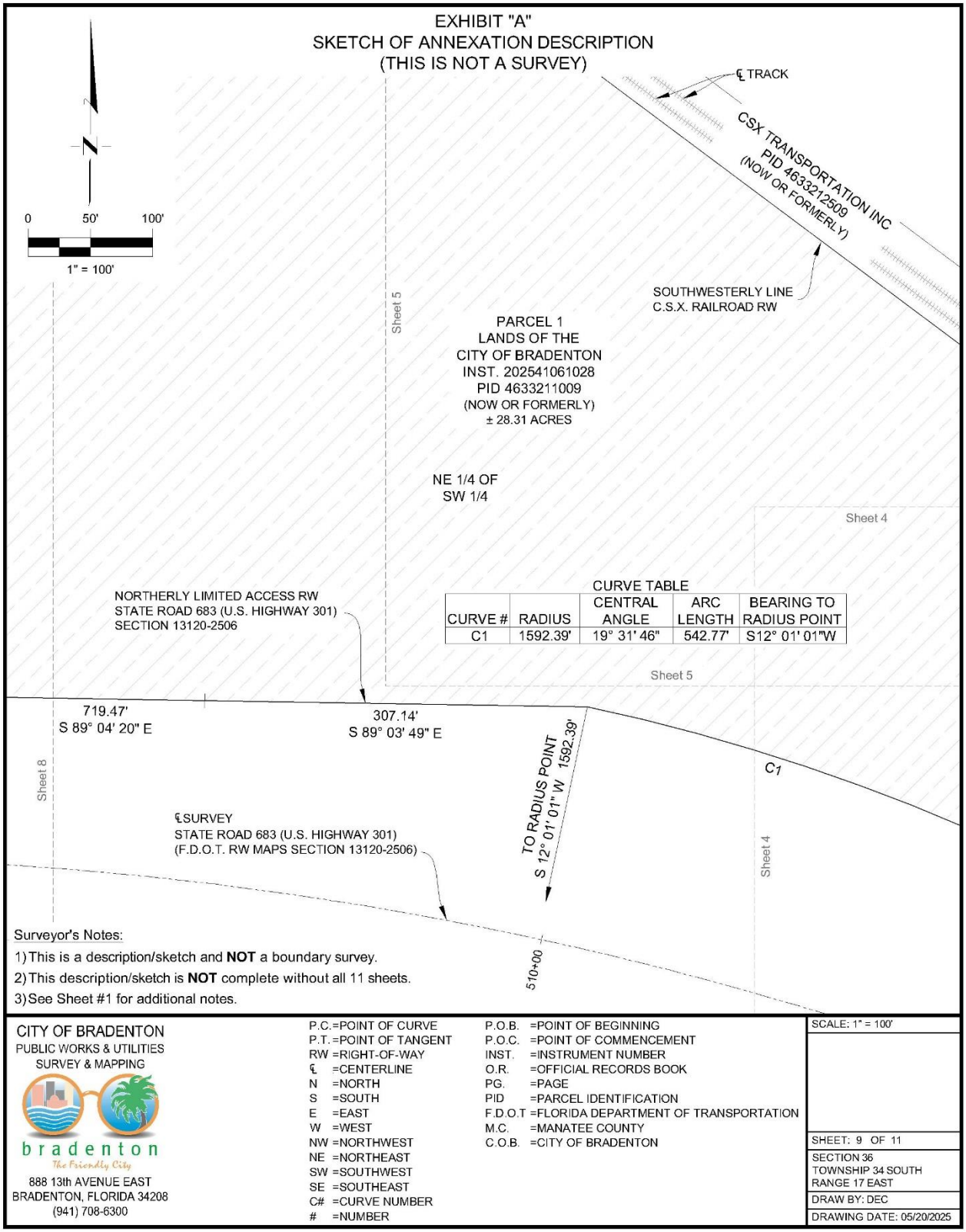
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
Sheet 5
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
NE 1/4 OF
SW 1/4
Sheet 4
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
Sheet 5
719.47'
S 89° 04' 20" E
307.14'
S 89° 03' 49" E
TO RADIUS POINT
S 12° 01' 01" W 1592.39'
C1
Sheet 8
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Sheet 4
510+00
Surveyor's Notes:
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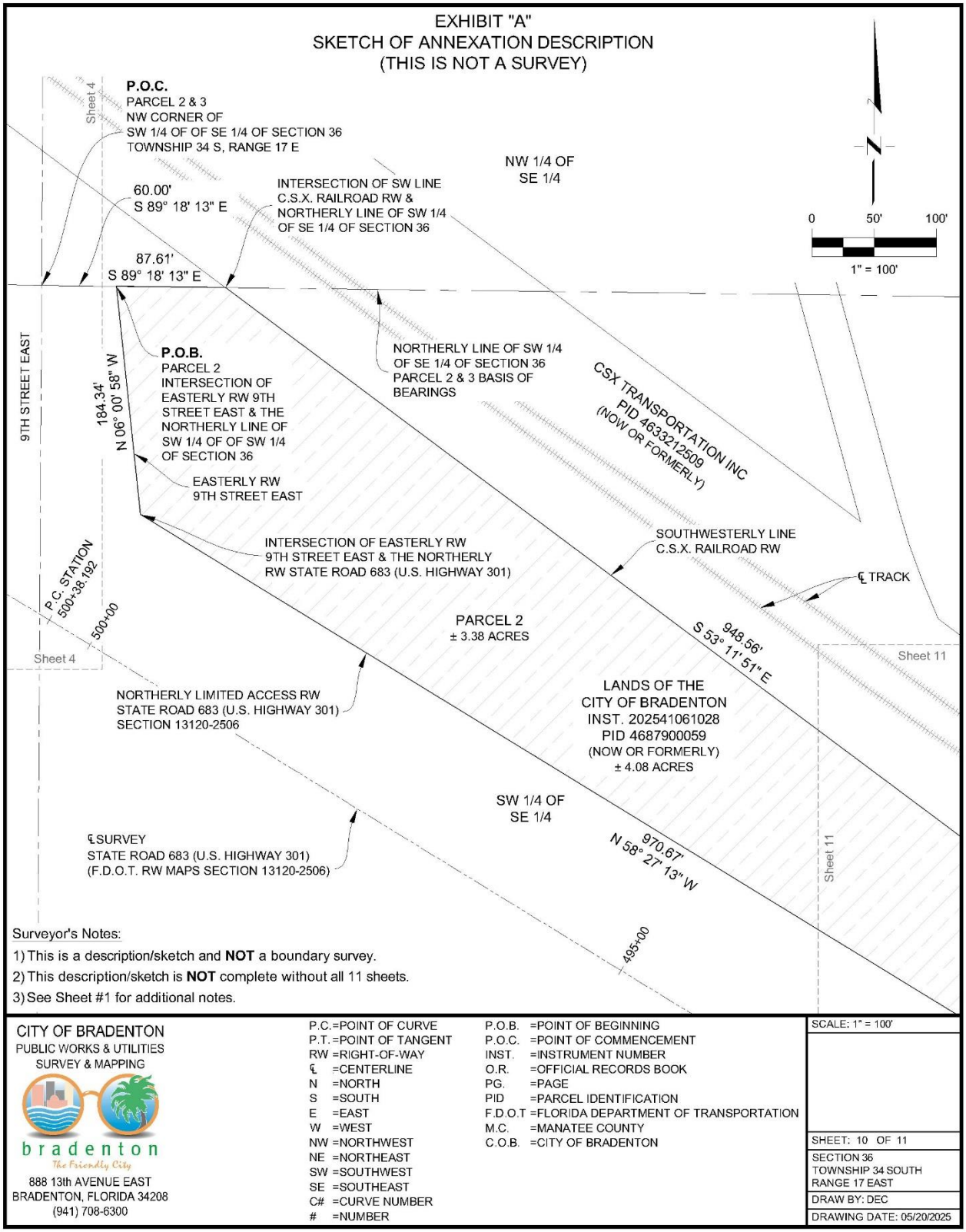
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
P.O.C.
PARCEL 2 & 3
NW CORNER OF
SW 1/4 OF OF SE 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Sheet 4
60.00'
S 89° 18' 13" E
87.61'
S 89° 18' 13" E
INTERSECTION OF SW LINE
C.S.X. RAILROAD RW &
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
NW 1/4 OF
SE 1/4
0
50'
100'
1" = 100'
9TH STREET EAST
184.34'
N 06° 00' 58" W
P.O.B.
PARCEL 2
INTERSECTION OF
EASTERLY RW 9TH
STREET EAST & THE
NORTHERLY LINE OF
SW 1/4 OF OF SW 1/4
OF SECTION 36
EASTERLY RW
9TH STREET EAST
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
PARCEL 2 & 3 BASIS OF
BEARINGS
CSX TRANSPORTATION INC
PID 463321250S
(NOW OR FORMERLY)
INTERSECTION OF EASTERLY RW
9TH STREET EAST & THE NORTHERLY
RW STATE ROAD 683 (U.S. HIGHWAY 301)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
P.C. STATION
500+38.192
500+00
Sheet 4
PARCEL 2
± 3.38 ACRES
S 53° 11' 51" E
948.56'
Sheet 11
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4687900059
(NOW OR FORMERLY)
± 4.08 ACRES
SW 1/4 OF
SE 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
N 58° 27' 13" W
970.67'
Sheet 11
495+00
Surveyor's Notes:
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SHEET: 10 OF 11
SECTION 36
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RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
August 13, 2025

Staff Report

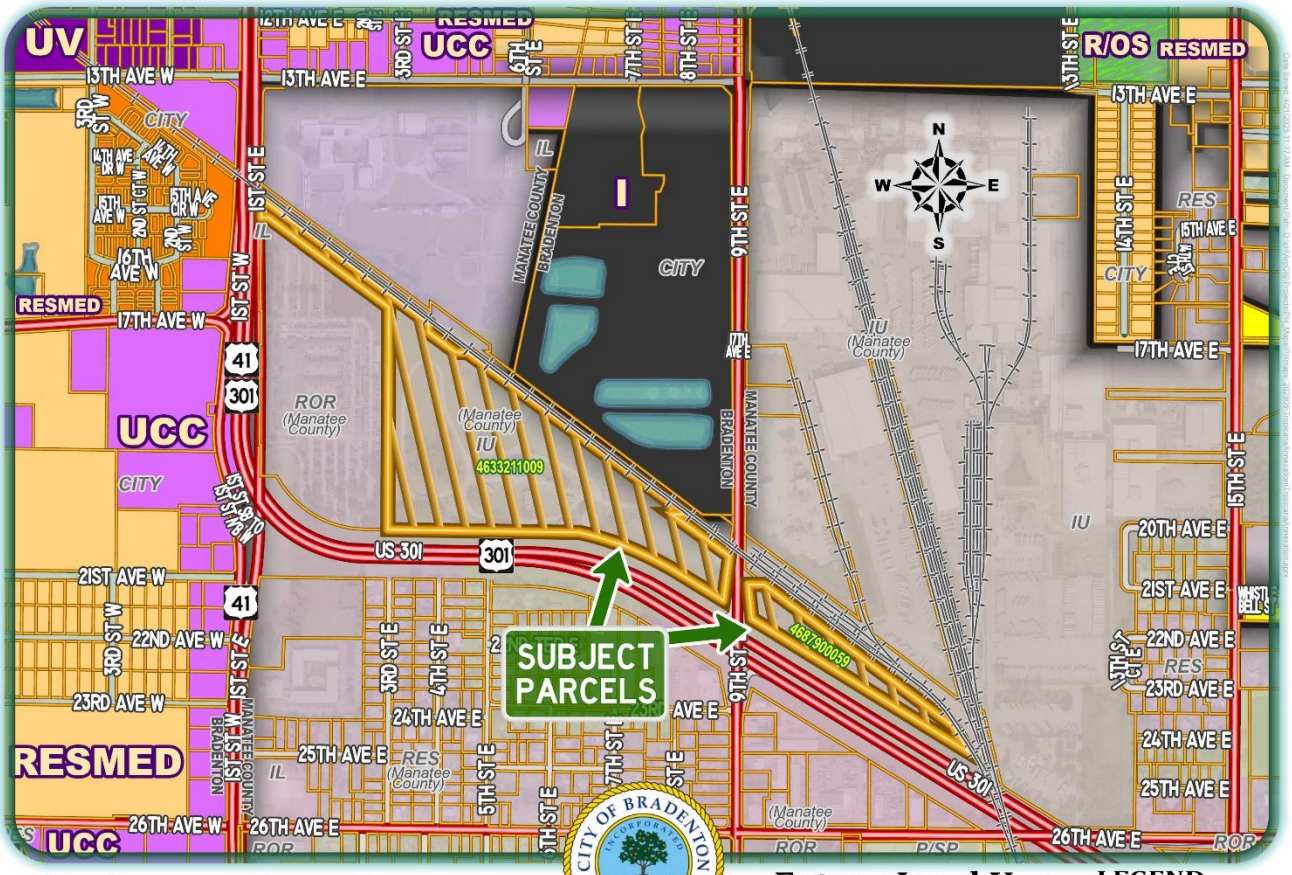
Case Number: PLN-CPA-25-0001 – ORD 4062
Applicant: City of Bradenton
Parcel IDs: 4633211009, 4687900059
Zoning: Manatee County
Proposed Future Land Use: Industrial (I)
Current Future Land Use: Manatee County
Proposed Zoning
(per concurrent ORD 4063): Industrial (I)
Flood Zone: X

Surrounding Property:

Zoning:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Future Land Use:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Uses:	North: Industrial, school South: Residential East: Industrial West: Retail

SUMMARY OF REQUEST

The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations.



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

Industrial *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Industrial Future Land Use category as a designation that:

> Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.

The City has very few areas with a Future Land Use classification of Industrial. Approximately 139.65 acres have this classification. A large portion of this acreage is located adjacent to the subject property. This land is owned by Tropicana Manufacturing Company Inc and is actively in industrial or industrial support uses (e.g. office).

ANALYSIS

This application was submitted with a concurrent application to designate the property with the Industrial Zoning classification.

The Industrial zoning classification allows uses that align with those mentioned in the description of the Industrial Future Land Use classification. Industrial zoning and Industrial future land use are highly compatible.

On June 18, 2025, Planning Commission voted unanimously to recommend approval of the Industrial future land use designation.

EXHIBIT A: Legal Descriptions
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map (Current)
EXHIBIT D: Zoning Map

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

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SCALE: NONE

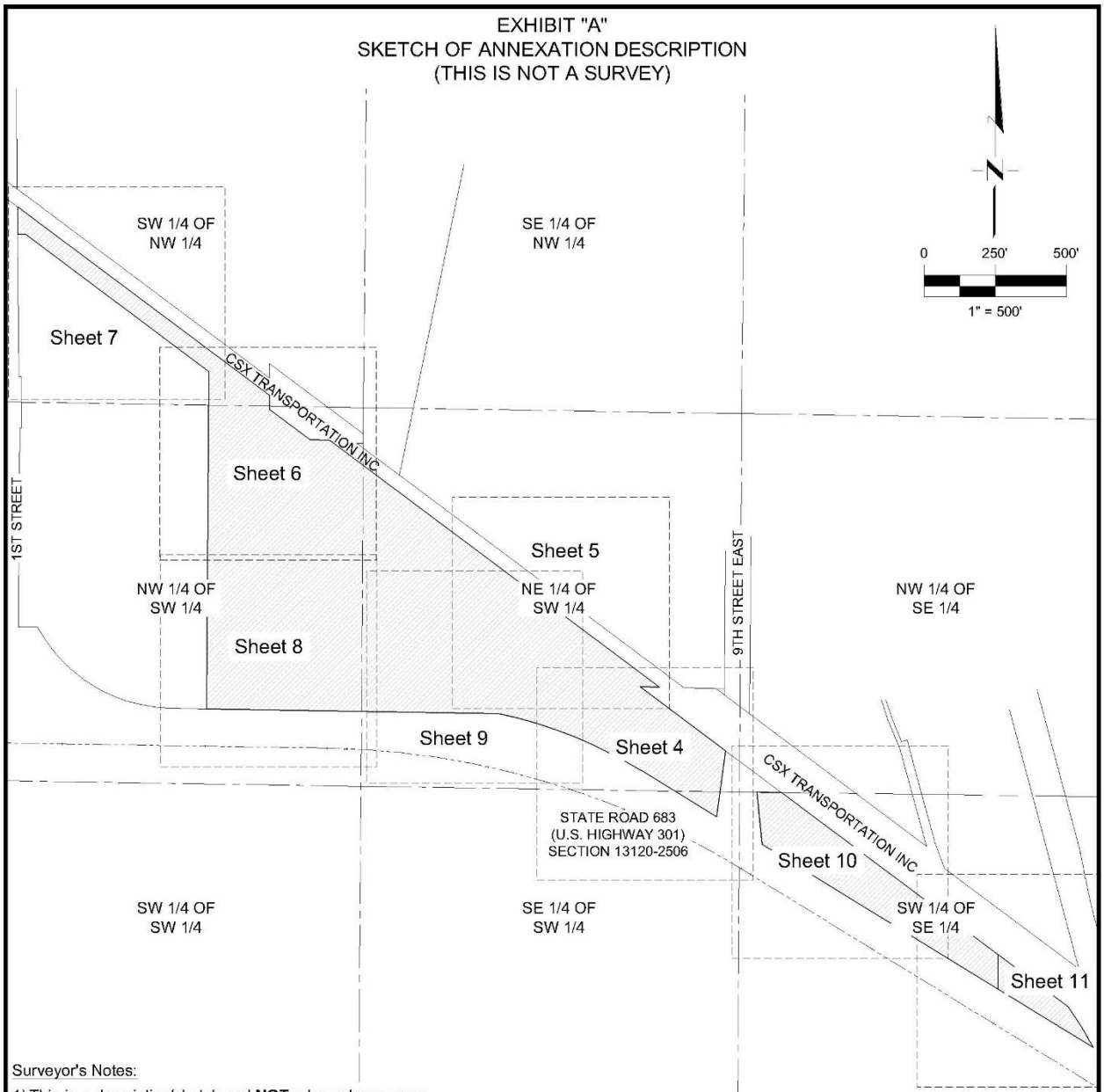
SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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3) See Sheet #1 for additional notes.

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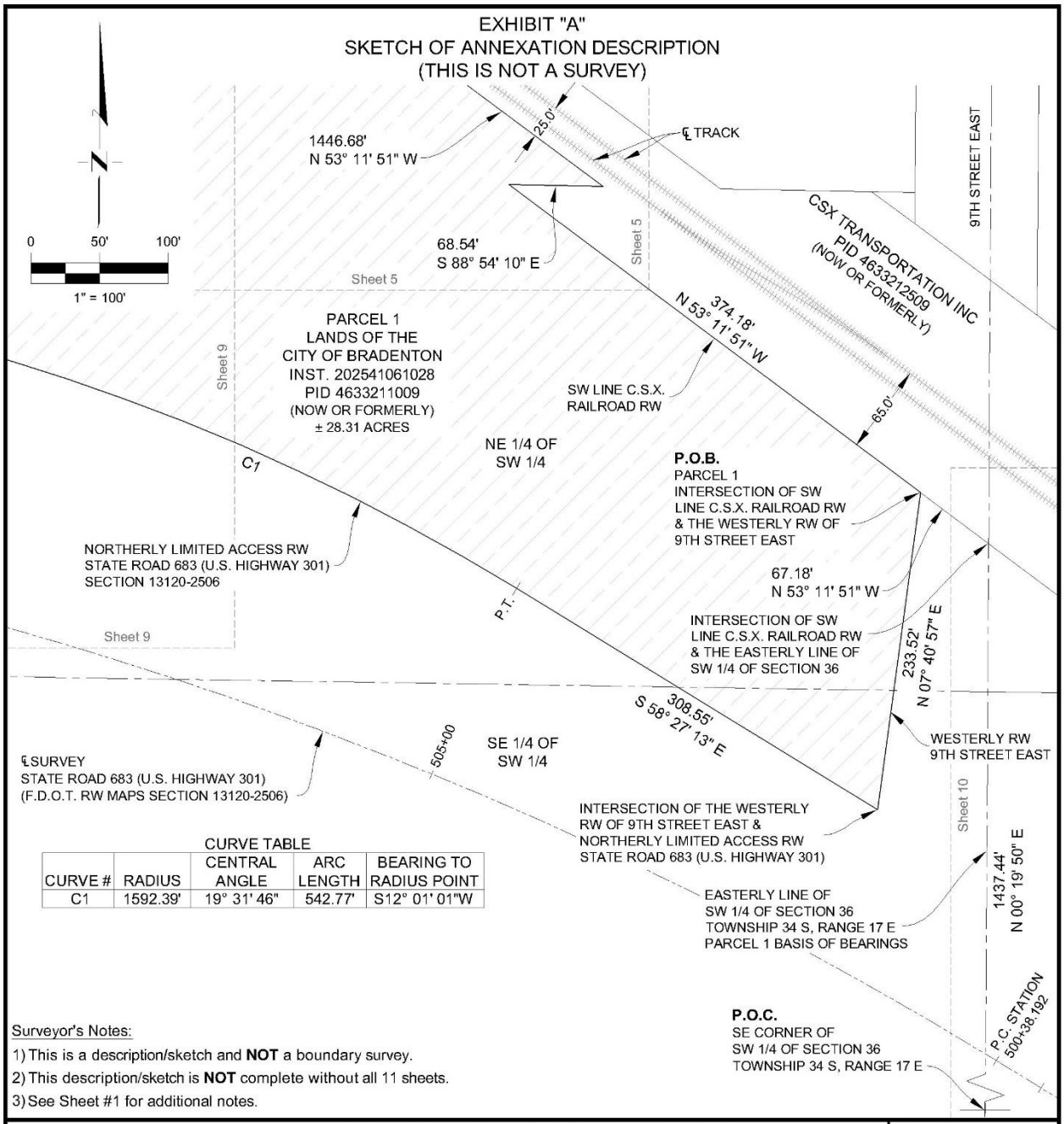
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

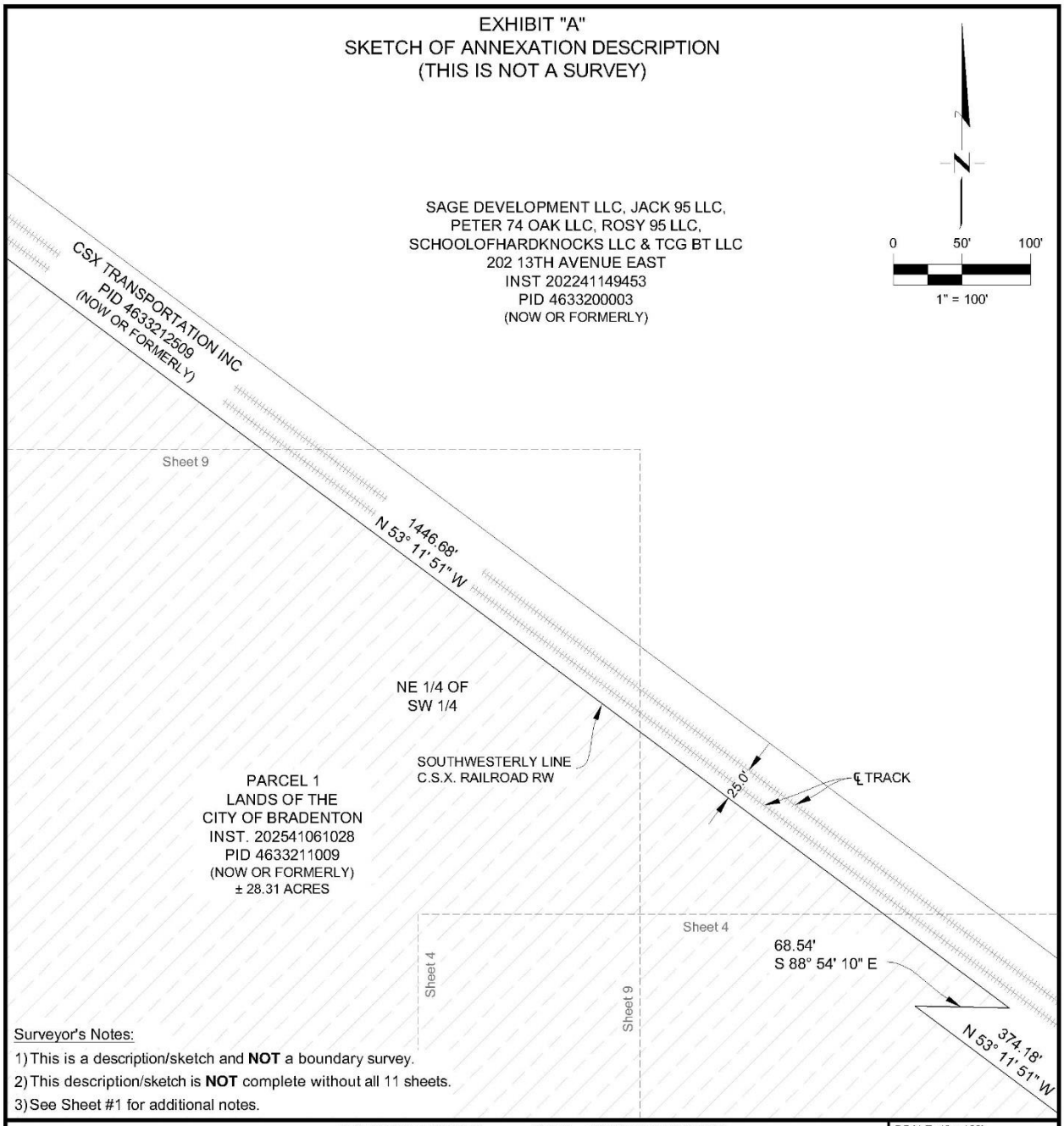
SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

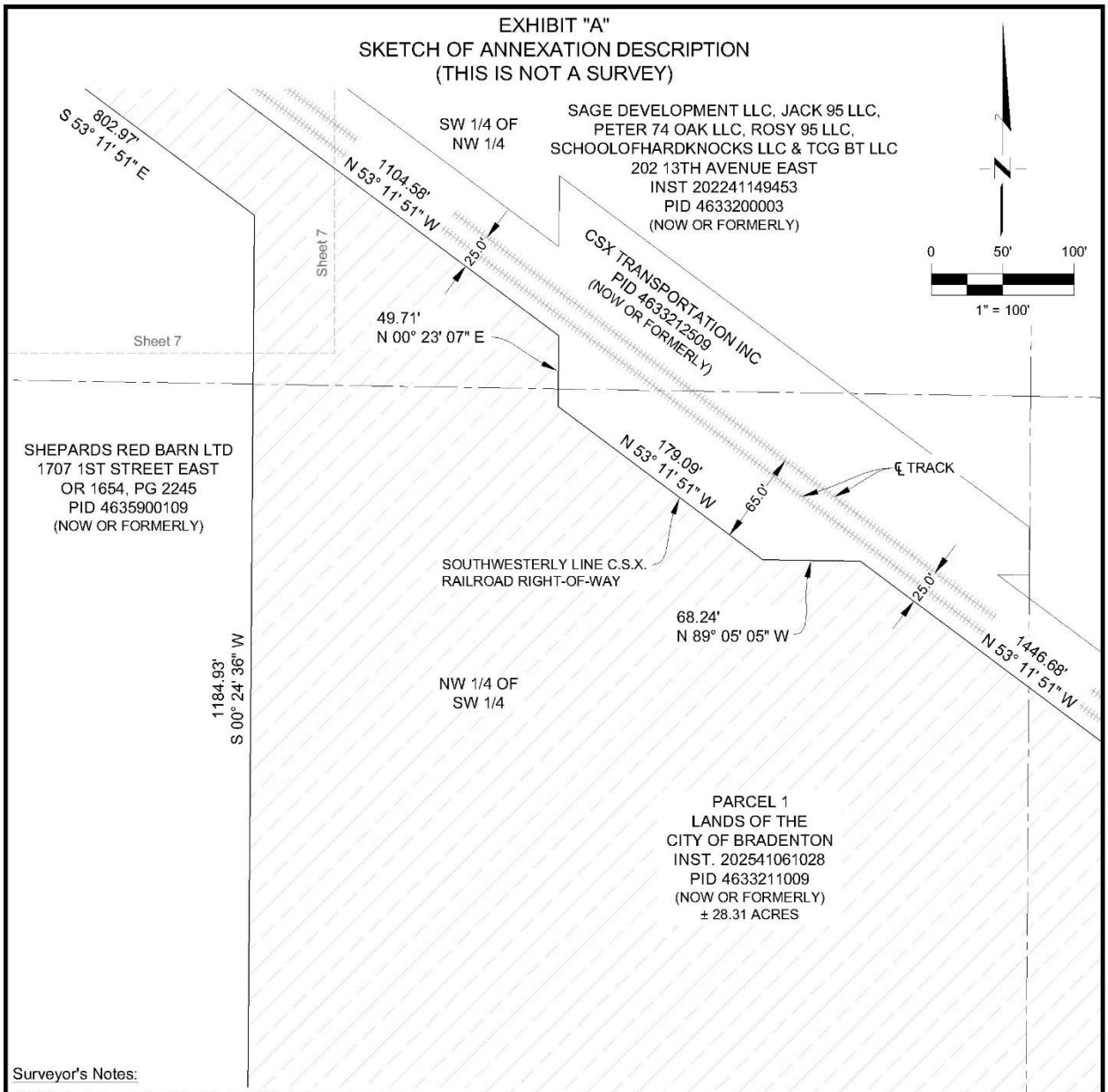
SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

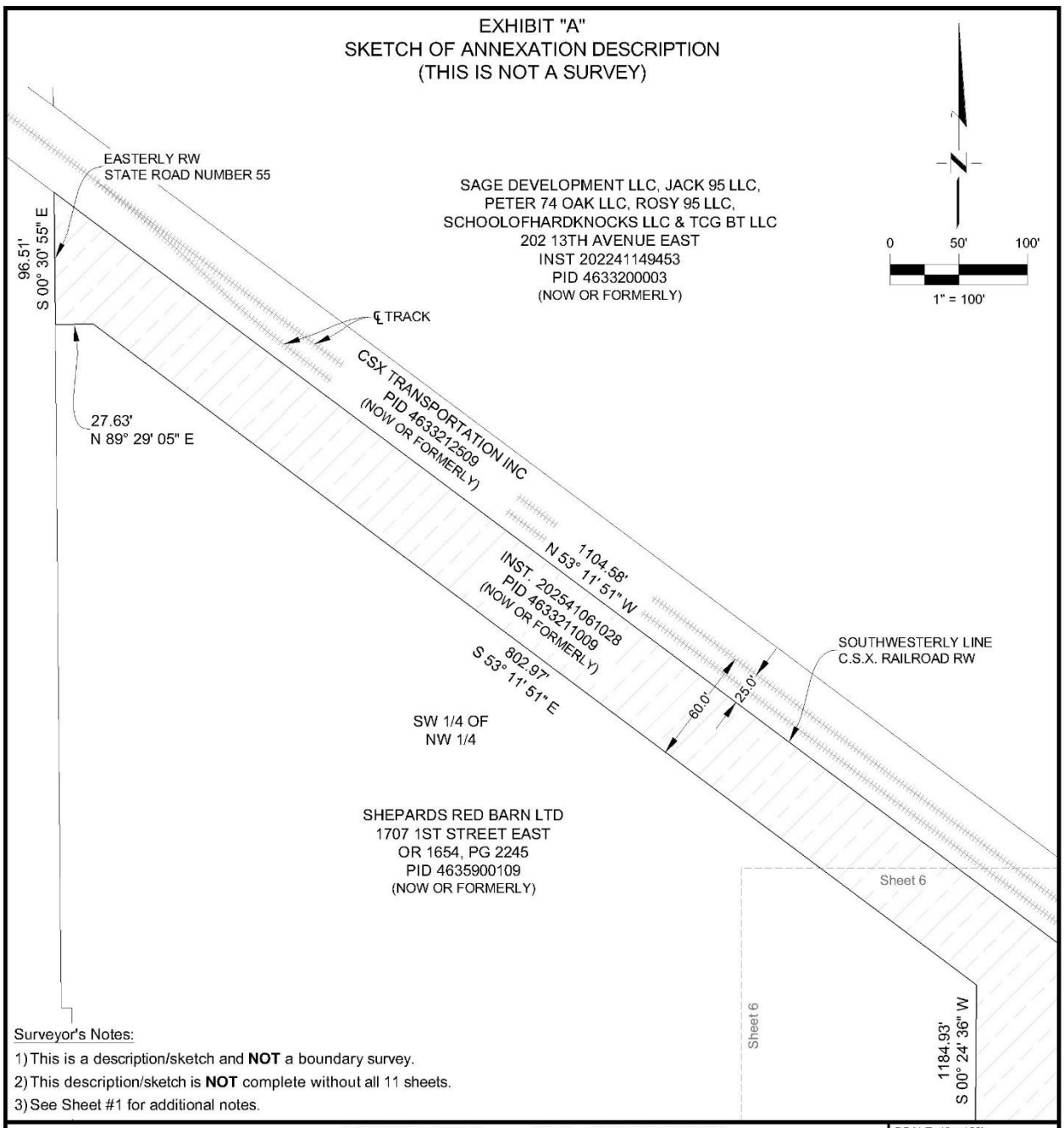
SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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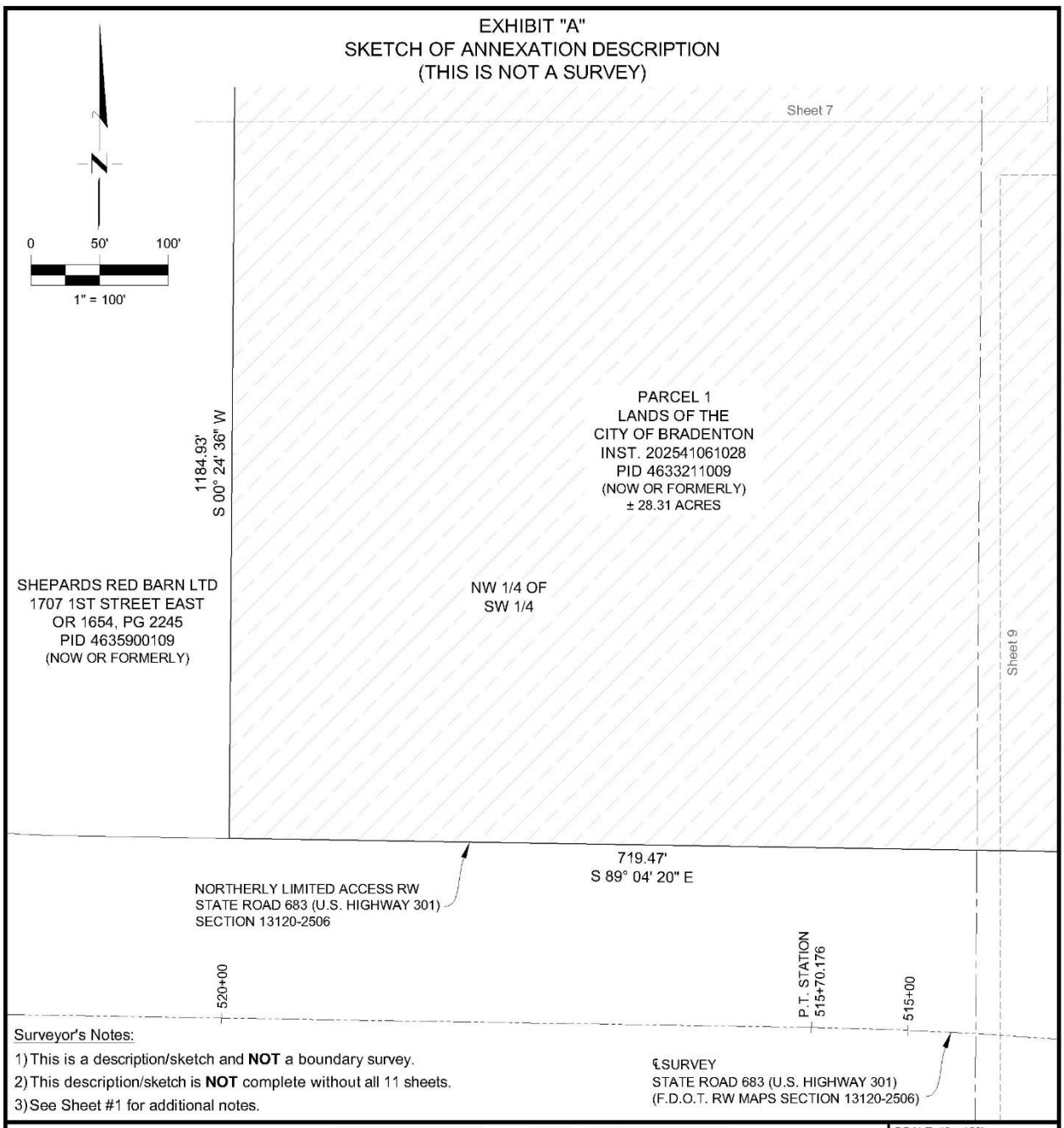

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#	=NUMBER		

SCALE: 1" = 100'

SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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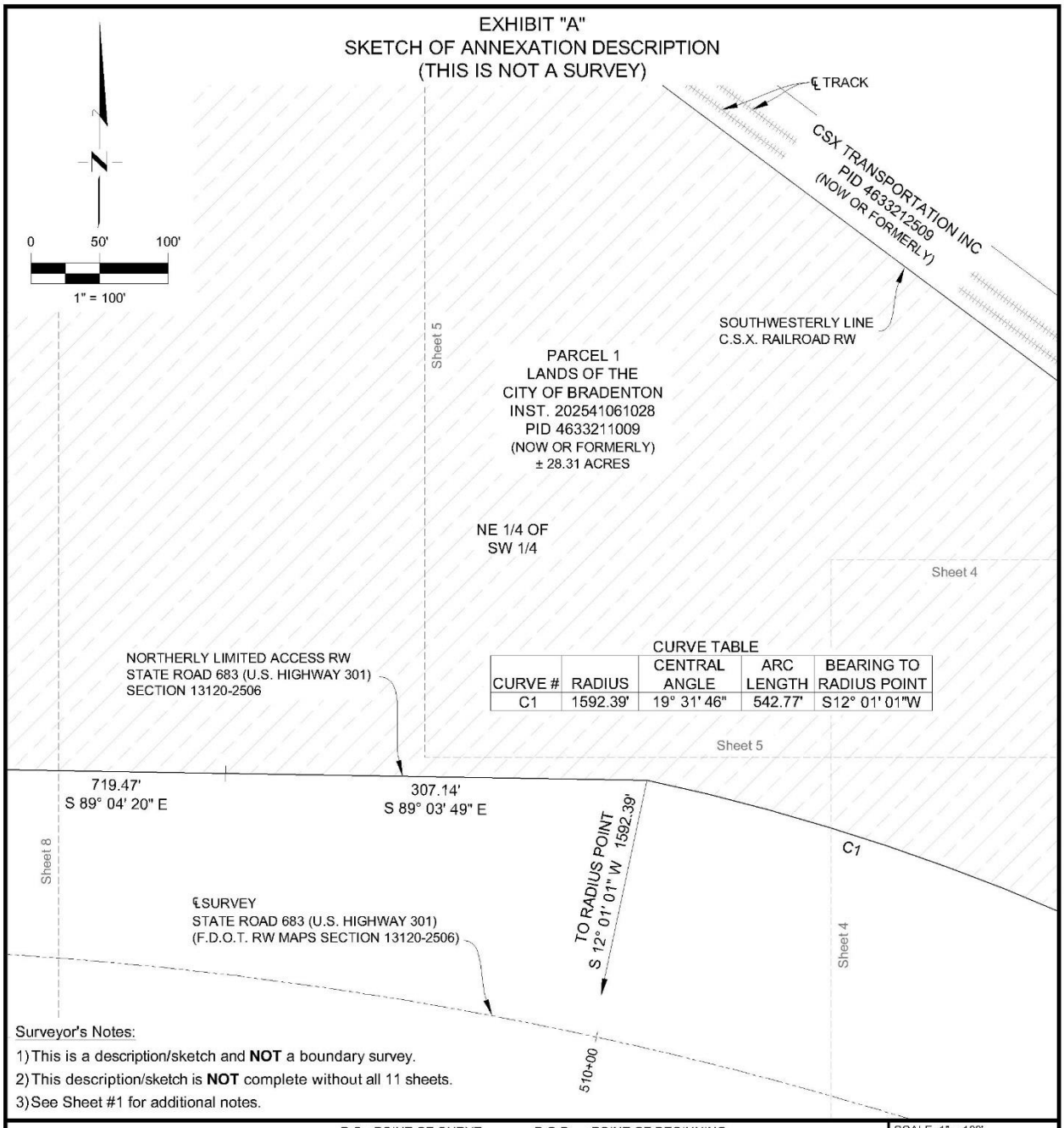

CURVE TABLE

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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

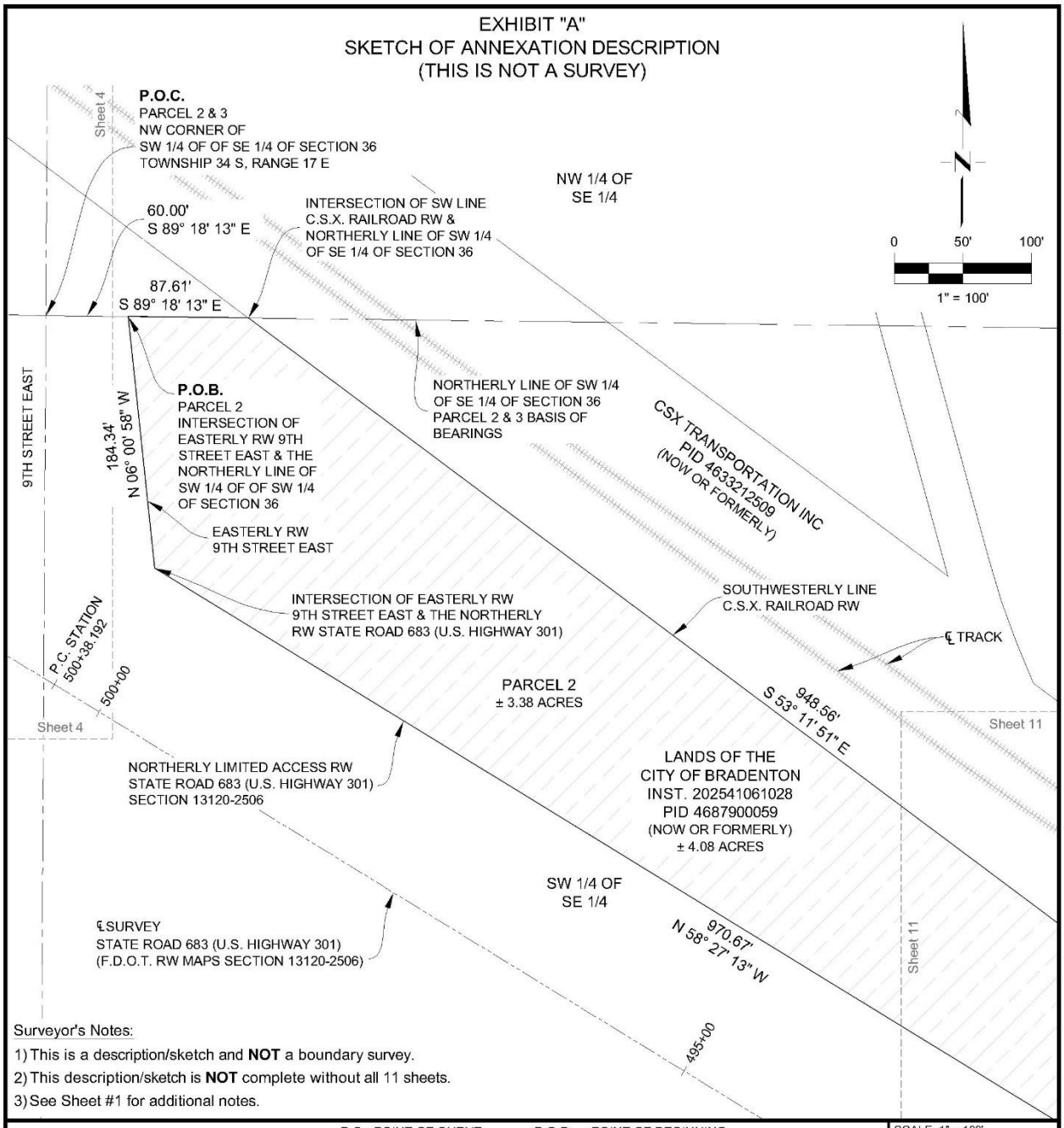
SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

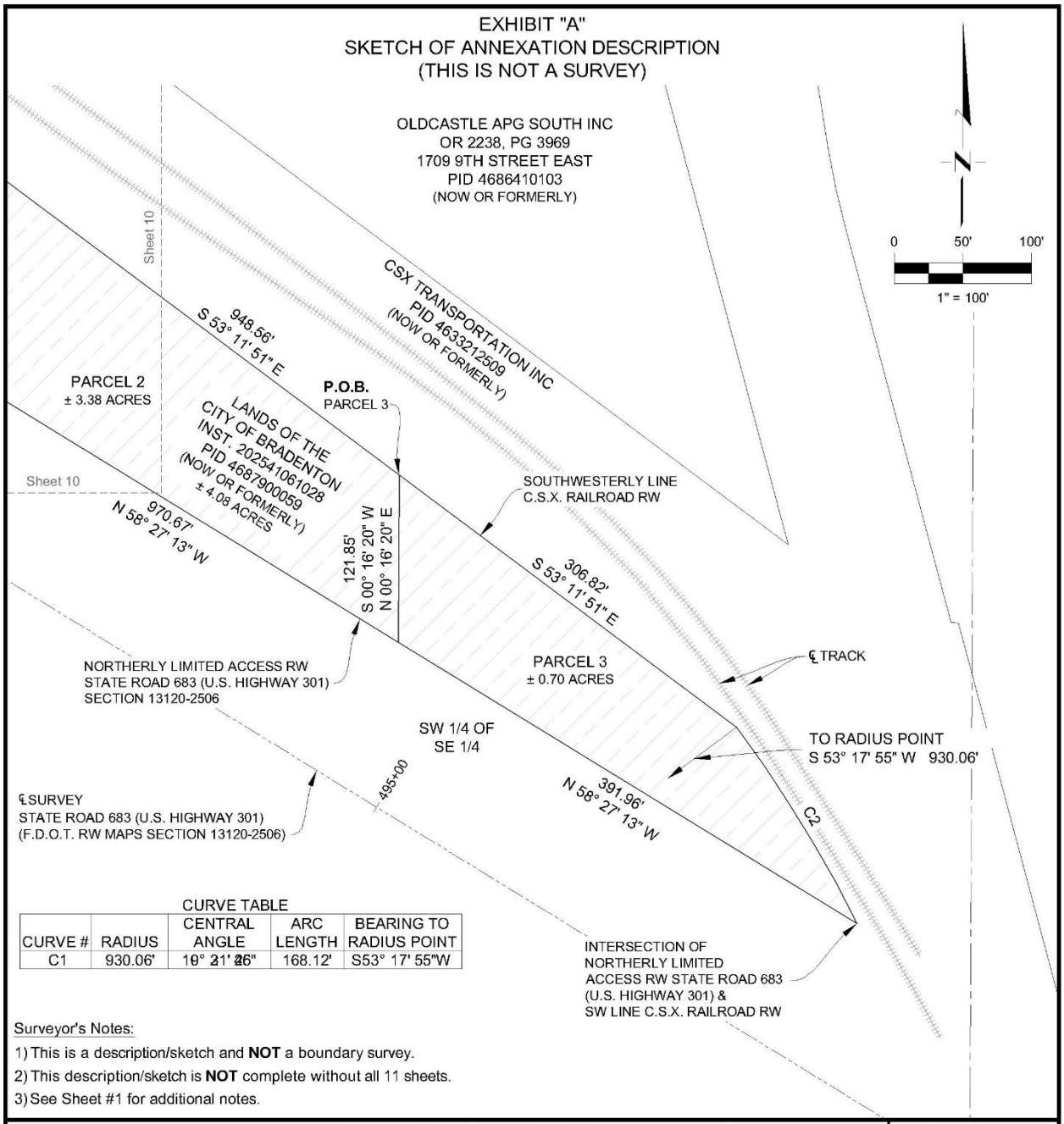
SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	10° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

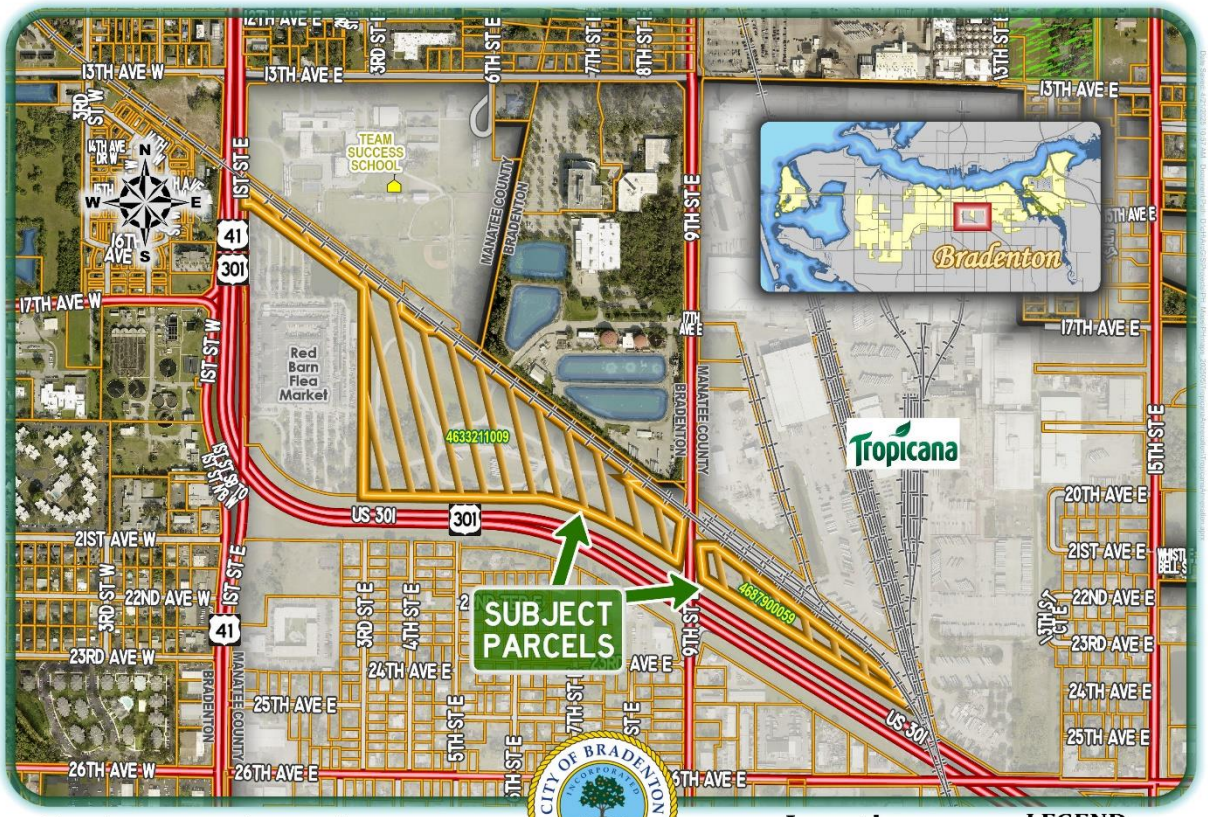
SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

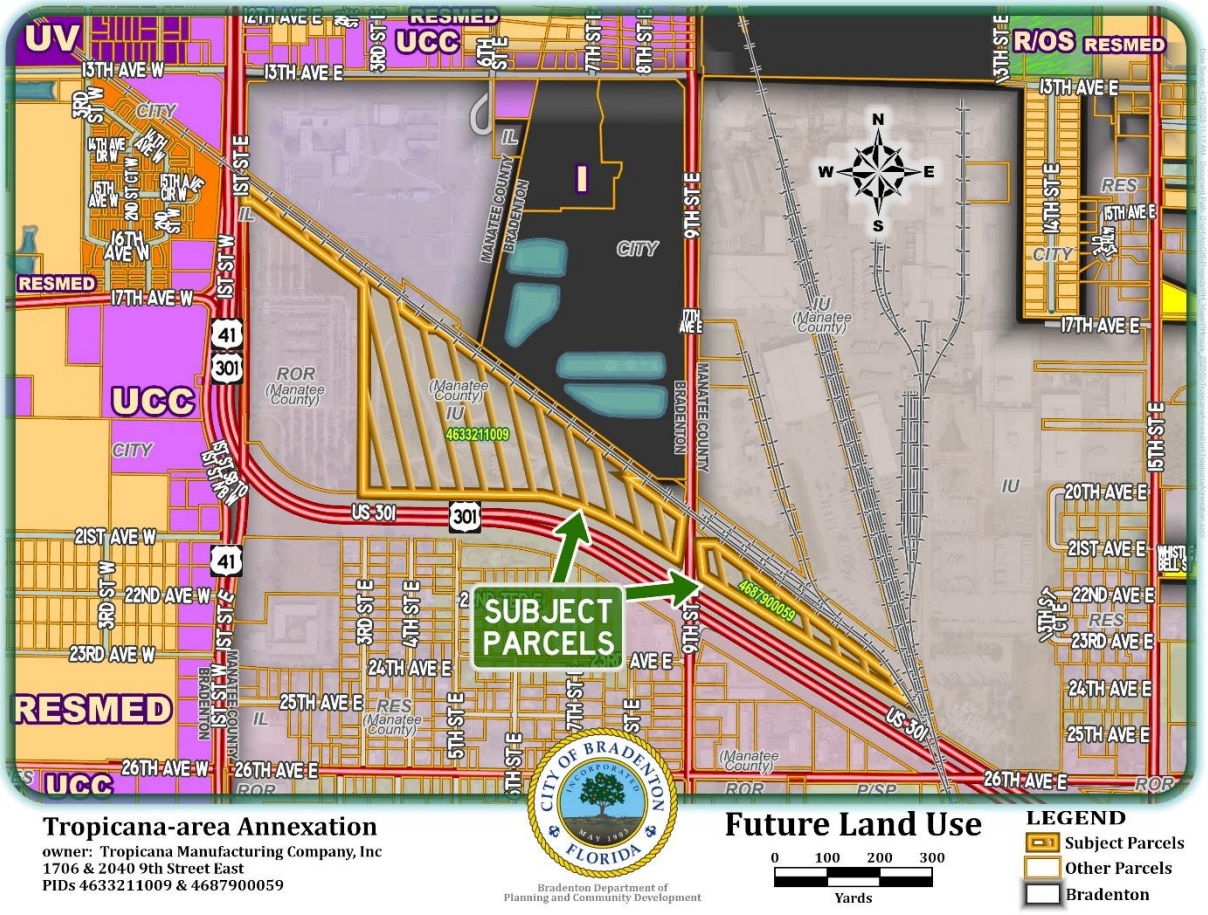
EXHIBIT B



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of
Planning and Community Development

EXHIBIT C



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

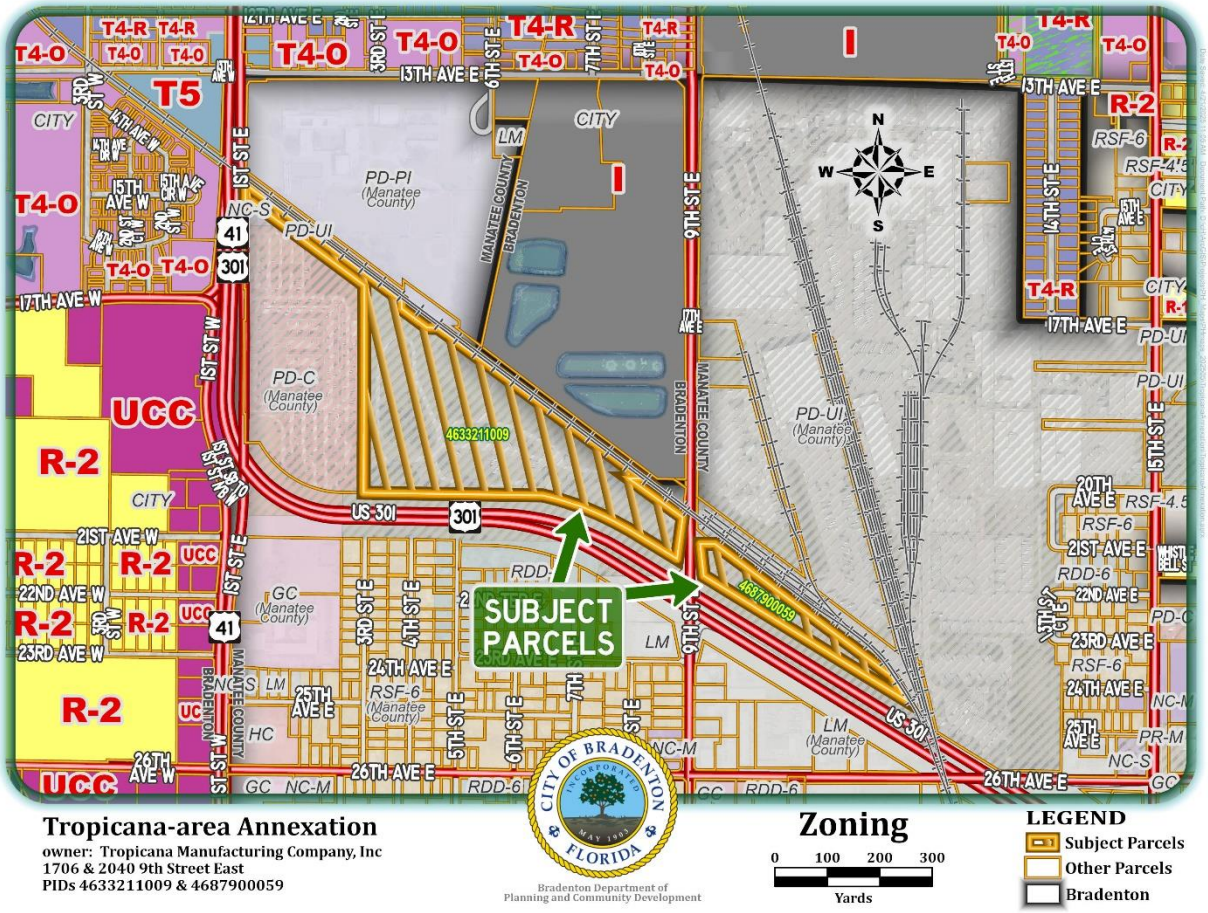
Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT D



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of Planning and Community Development

Zoning
0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

PLN-CPA-25-0001

Menu Reports Help

File Date: 05/21/2025

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: Proposed Future Land Use Designation of Industrial for parcels 4633211009 (28.31 acres) and 4687900059 (4.08 acres). Related to PLN-AXR-25-0001, request to annex from unincorporated Manatee County to the City of Bradenton. Planned future use of the parcels is to accommodate the City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage.

Application Type: Large Scale Comprehensive Plan Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 1706 9th St E, BRADENTON, FL 34208

Owner Name: Tropicana Manufacturing Company Inc.

Owner Address: 433 W. Van Buren Street, Ste. 3N, Chicago, IL 60607

Parcel No: 999%

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Bradenton Planning	City of Bradenton	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields:

GENERAL INFORMATION

Existing Future Land Use	Proposed Future Land Use
_	I

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf	Ready for Pr...	06/02/2025	Jamie Schindewolf
Case Manager		Ready for Re...	06/02/2025	Jamie Schindewolf
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review		Pass	06/02/2025	Jamie Schindewolf
Review Consolidation		Scheduled fo...	06/02/2025	Jamie Schindewolf
DRC				

Task	Assigned To	Status	Status Date	Action By
Planning Commission	Jamie Schindewolf			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **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.

SUGGESTED ACTION: Vote to approve or deny Ordinance 4063.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton has purchased and annexed the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The proposed zoning designation is Industrial, which is a continuation of the

designation assigned to adjacent property within Bradenton's jurisdiction.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve or deny Ordinance 4063.

ATTACHMENTS:
Ordinance 4063
Staff Report
Application

ORDINANCE NO. 4063

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

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the

comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, The City of Bradenton (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

WHEREAS, The City of Bradenton submitted a Zoning Atlas Amendment application to designate the Property, consisting of approximately 32.39 acres, as I, Industrial (the "Amendment"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on June 18, 2025 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on August 13, 2025 after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of

this Ordinance. Based on such findings the City Council determines that the City of Bradenton Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as I, Industrial.

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4062 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 18, 2025
City Council 1st Reading	July 23, 2025
City Council 2nd Reading and Public Hearing	August 13, 2025
Local Planning Agency ad published	June 5, 2025
City Council hearing ad published	August 3, 2025

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
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7) See Sheet #1 for additional notes.

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SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: NONE
SHEET: 2 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

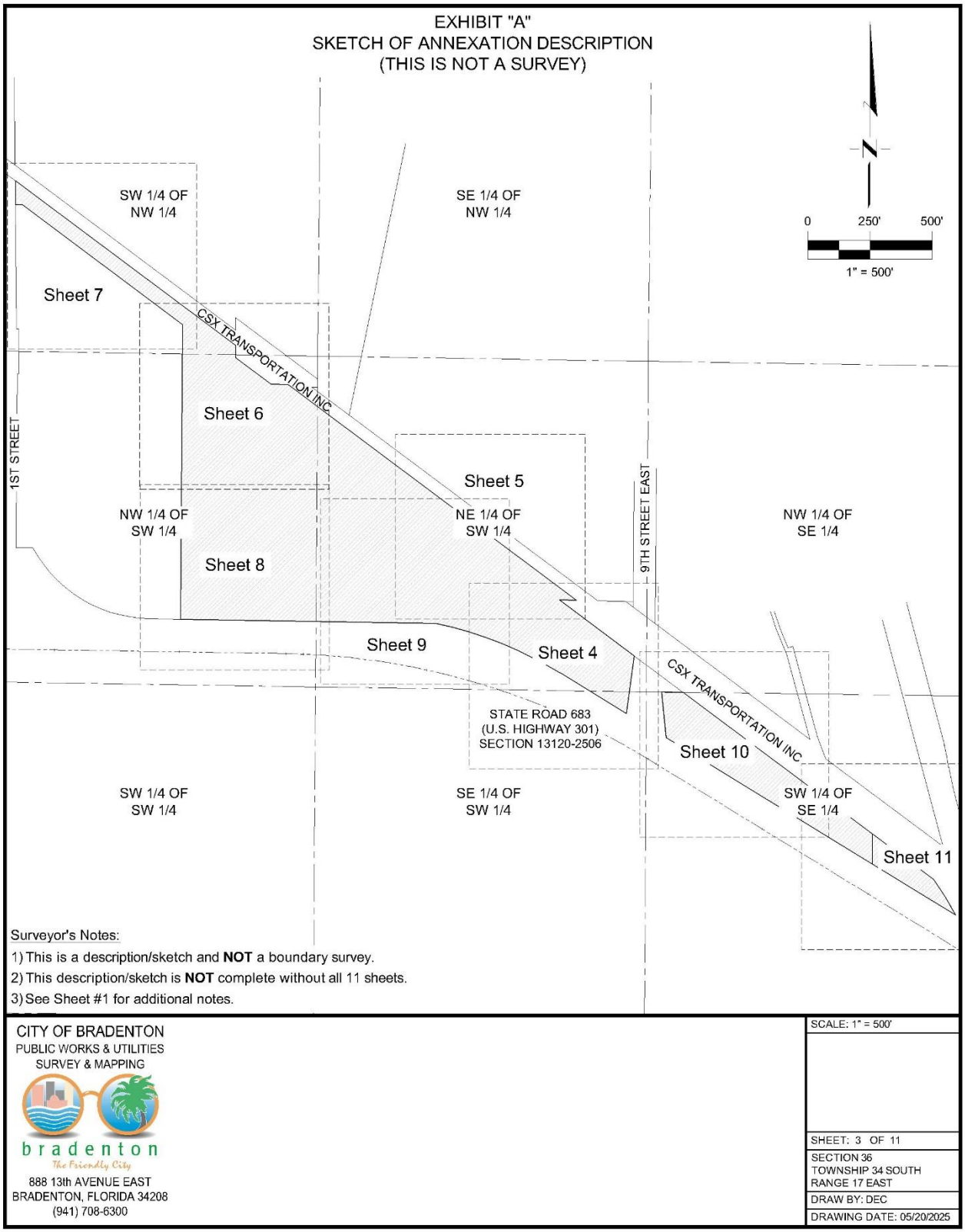
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SW 1/4 OF NW 1/4
SE 1/4 OF NW 1/4
0
250'
500'
1" = 500'
Sheet 7
CSX TRANSPORTATION INC
Sheet 6
1ST STREET
Sheet 5
9TH STREET EAST
NW 1/4 OF SW 1/4
NE 1/4 OF SW 1/4
NW 1/4 OF SE 1/4
Sheet 8
Sheet 9
Sheet 4
CSX TRANSPORTATION INC
STATE ROAD 683
(U.S. HIGHWAY 301)
SECTION 13120-2506
Sheet 10
SW 1/4 OF SW 1/4
SE 1/4 OF SW 1/4
SW 1/4 OF SE 1/4
Sheet 11
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
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3) See Sheet #1 for additional notes.
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bradenton
The Friendly City
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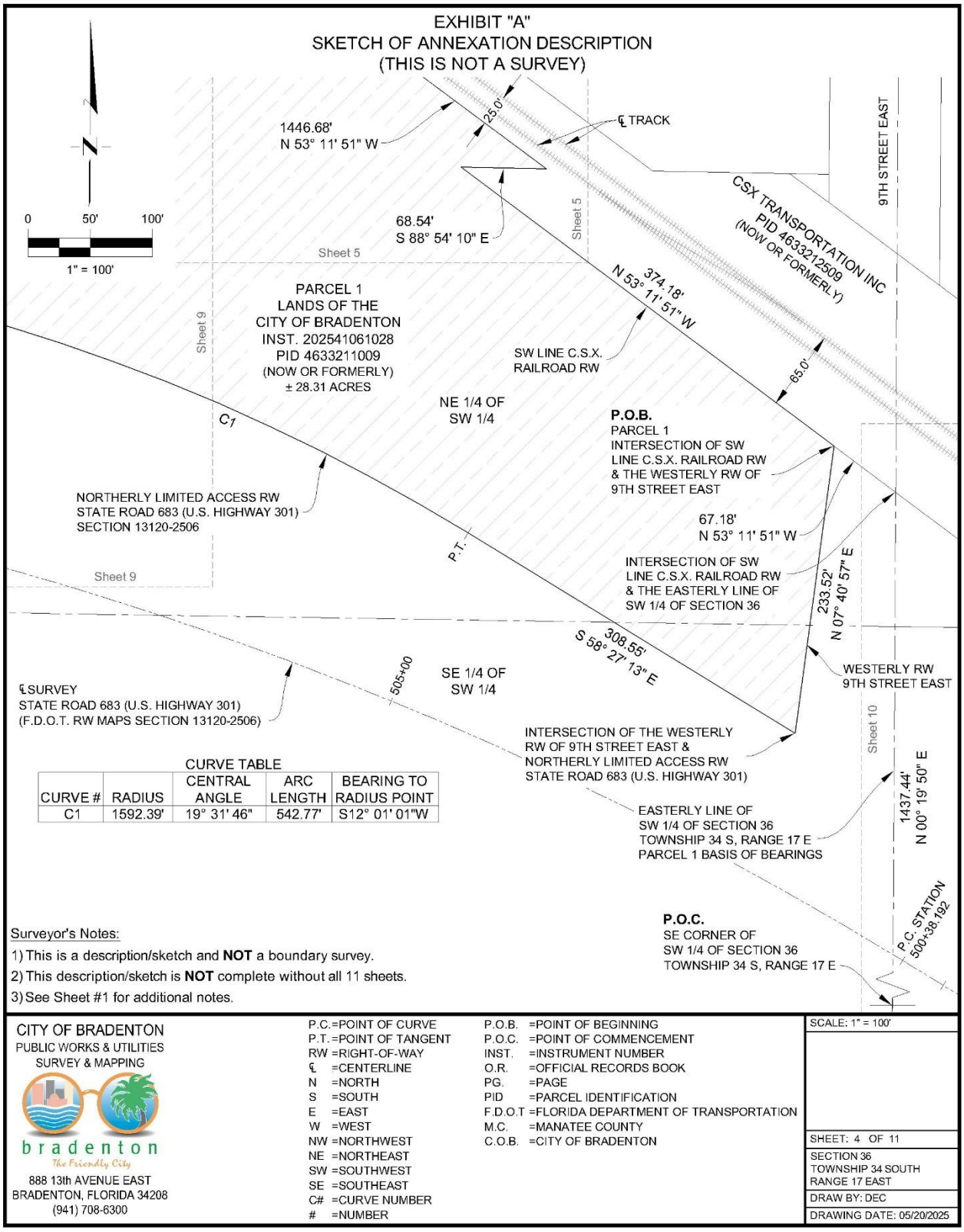
BRADENTON, FLORIDA 34208
(941) 708-6300
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

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P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

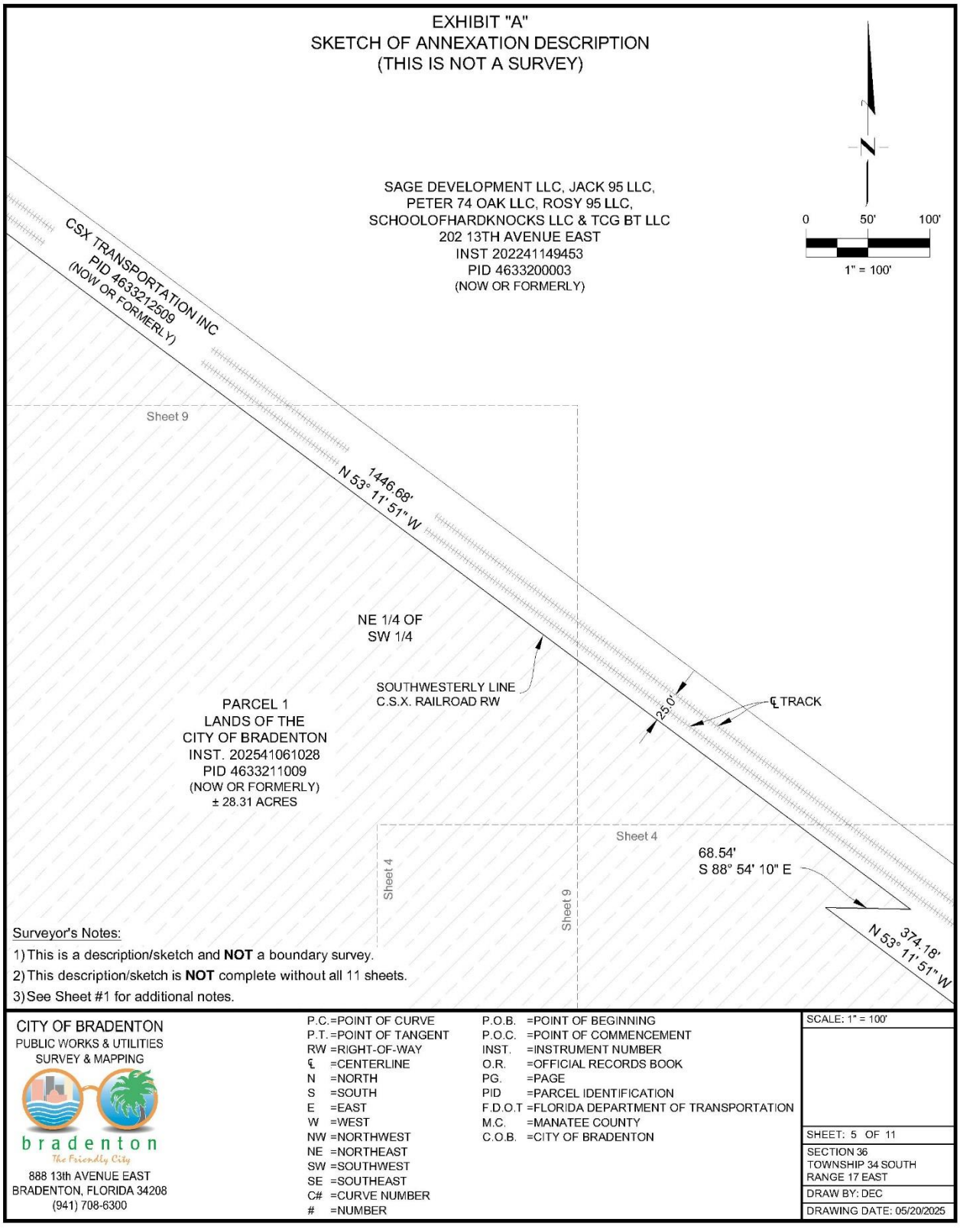
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
N
0
50'
100'
1" = 100'
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 9
1446.68'
N 53° 11' 51" W
NE 1/4 OF
SW 1/4
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
25.0'
℄ TRACK
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Sheet 4
Sheet 4
Sheet 9
68.54'
S 88° 54' 10" E
374.18'
N 53° 11' 51" W
Surveyor's Notes:
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INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 5 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

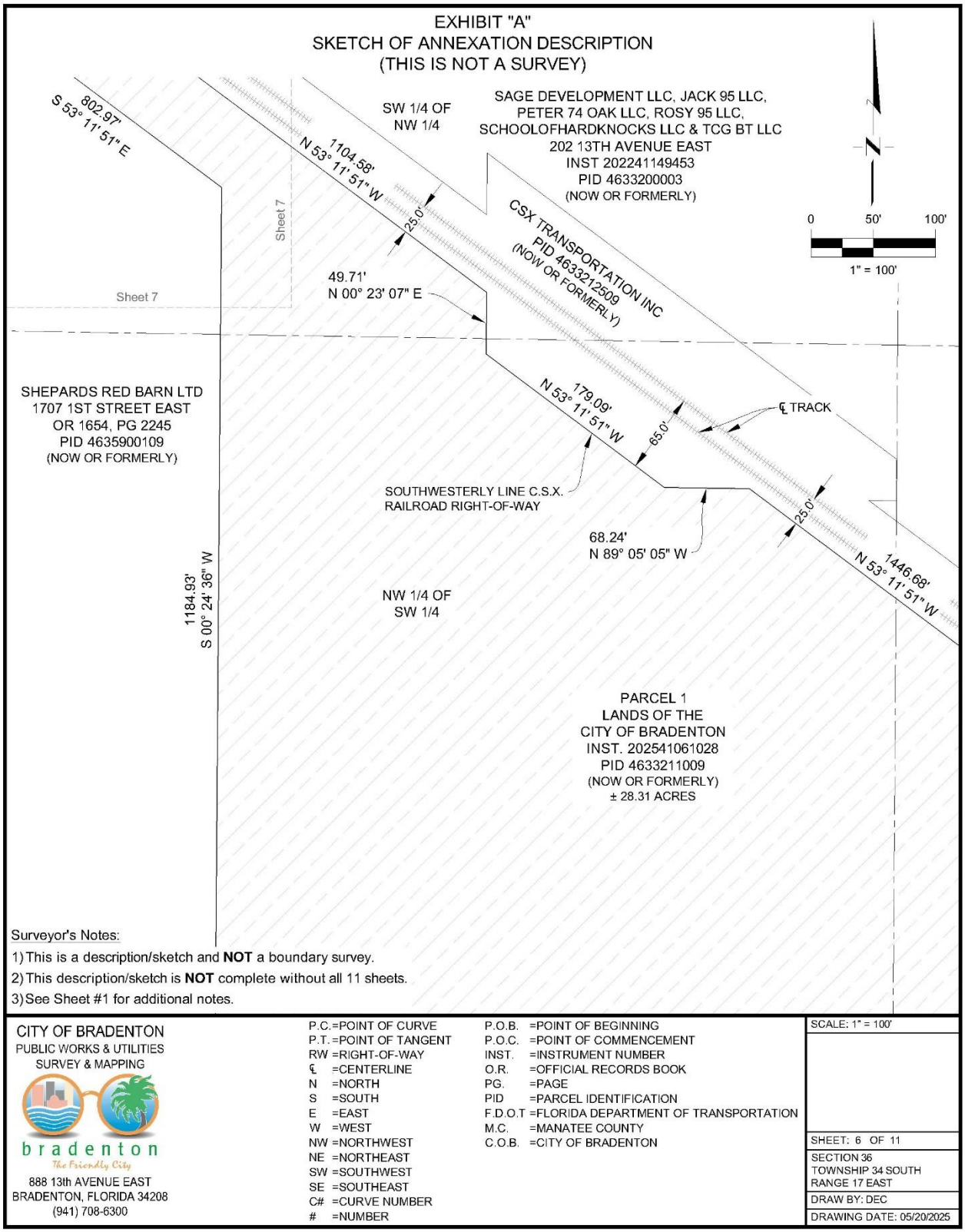
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
S 53° 11' 51" E
802.97'
N 53° 11' 51" W
1104.58'
SW 1/4 OF
NW 1/4
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
25.0'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 7
Sheet 7
49.71'
N 00° 23' 07" E
0
50'
100'
1" = 100'
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
N 53° 11' 51" W
179.09'
℄ TRACK
65.0'
SOUTHWESTERLY LINE C.S.X.
RAILROAD RIGHT-OF-WAY
68.24'
N 89° 05' 05" W
25.0'
N 53° 11' 51" W
1446.68'
1184.93'
S 00° 24' 36" W
NW 1/4 OF
SW 1/4
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Surveyor's Notes:
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M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 6 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

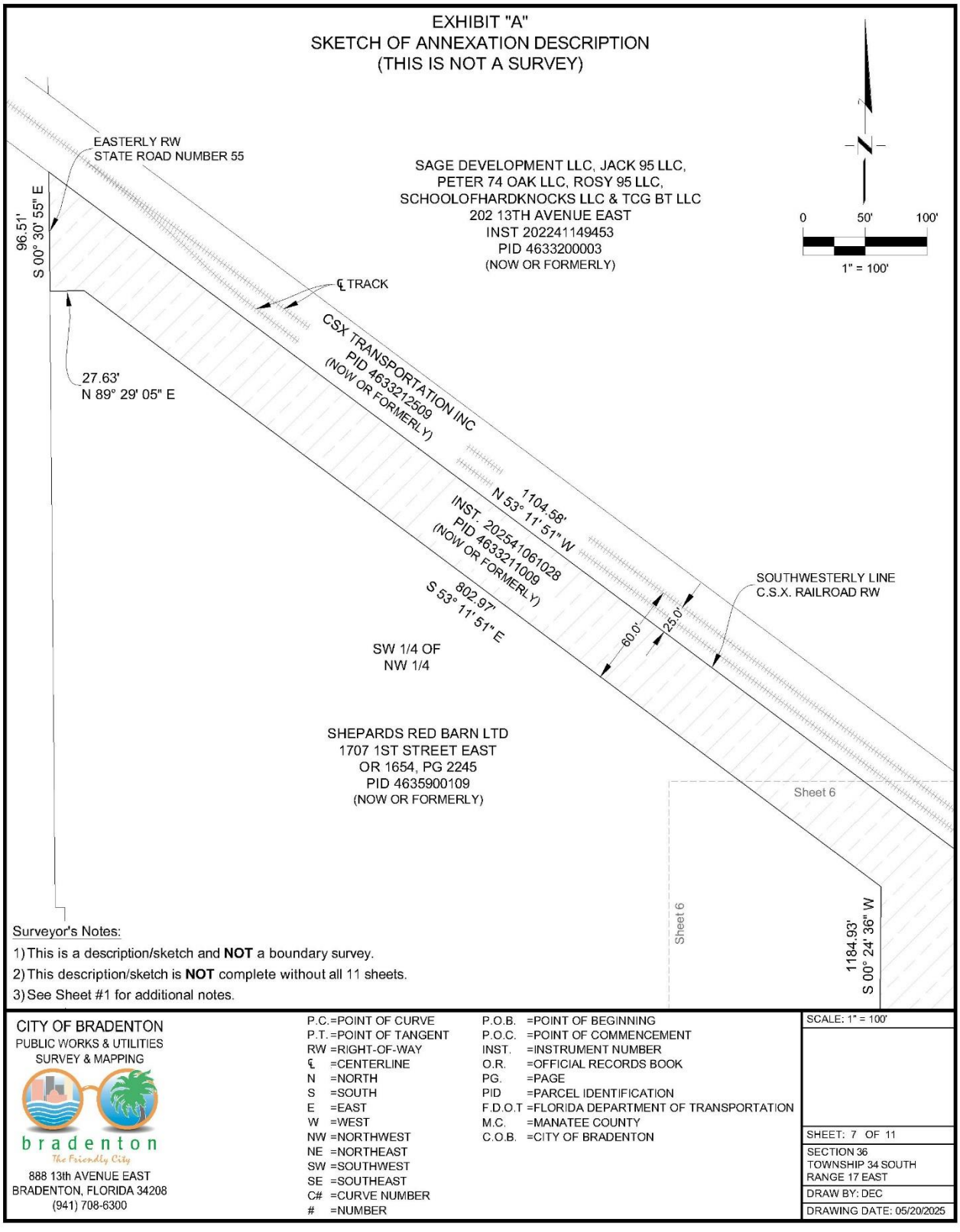
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
EASTERLY RW
STATE ROAD NUMBER 55
96.51'
S 00° 30' 55" E
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
27.63'
N 89° 29' 05" E
1104.58'
N 53° 11' 51" W
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
802.97'
S 53° 11' 51" E
60.0'
25.0'
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
SW 1/4 OF
NW 1/4
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
Sheet 6
Sheet 6
1184.93'
S 00° 24' 36" W
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 7 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

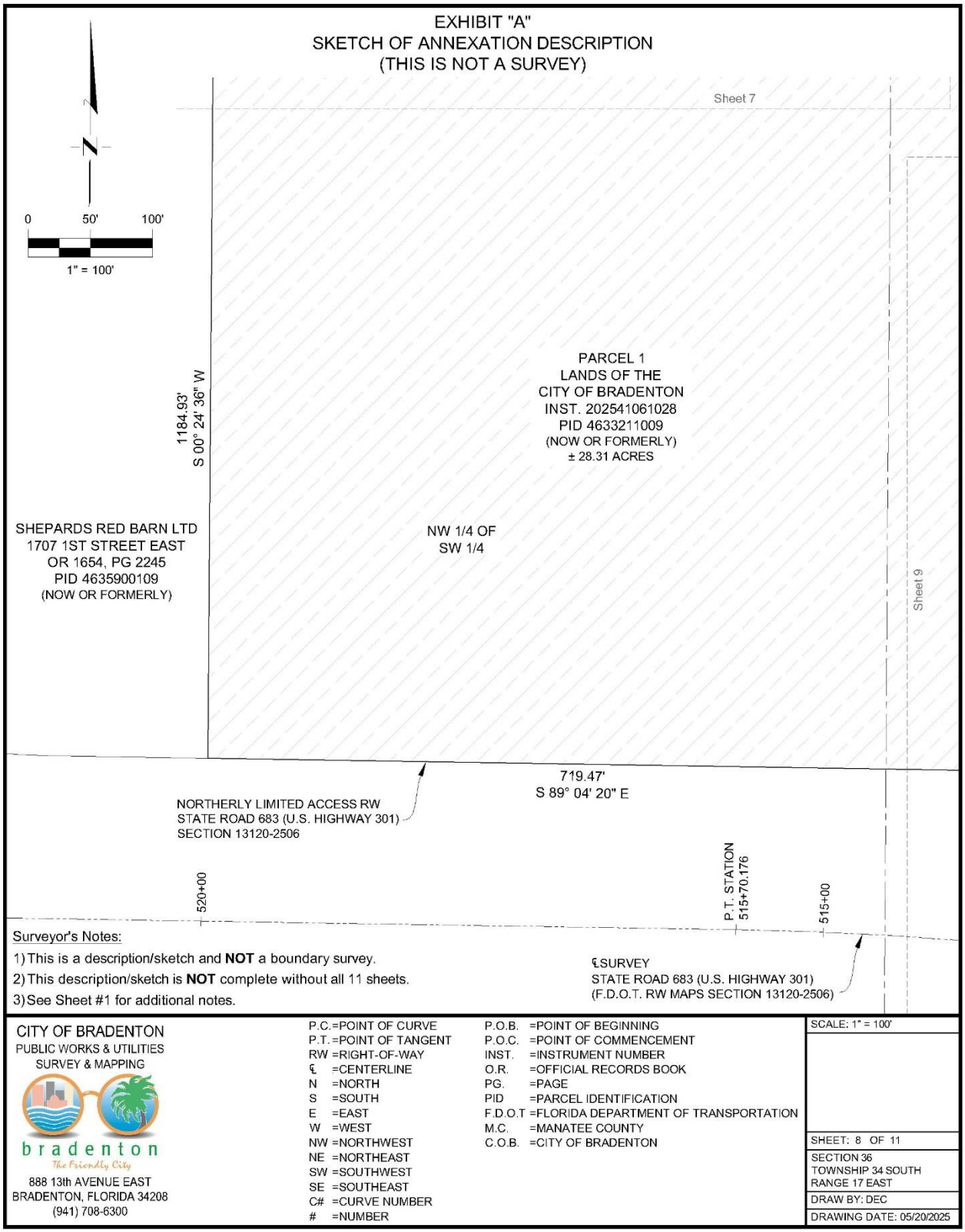
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
N
0
50'
100'
1" = 100'
Sheet 7
Sheet 9
1184.93'
S 00° 24' 36" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
NW 1/4 OF
SW 1/4
719.47'
S 89° 04' 20" E
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
520+00
P.T. STATION
515+70.176
515+00
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Surveyor's Notes:
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N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
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SCALE: 1" = 100'
SHEET: 8 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

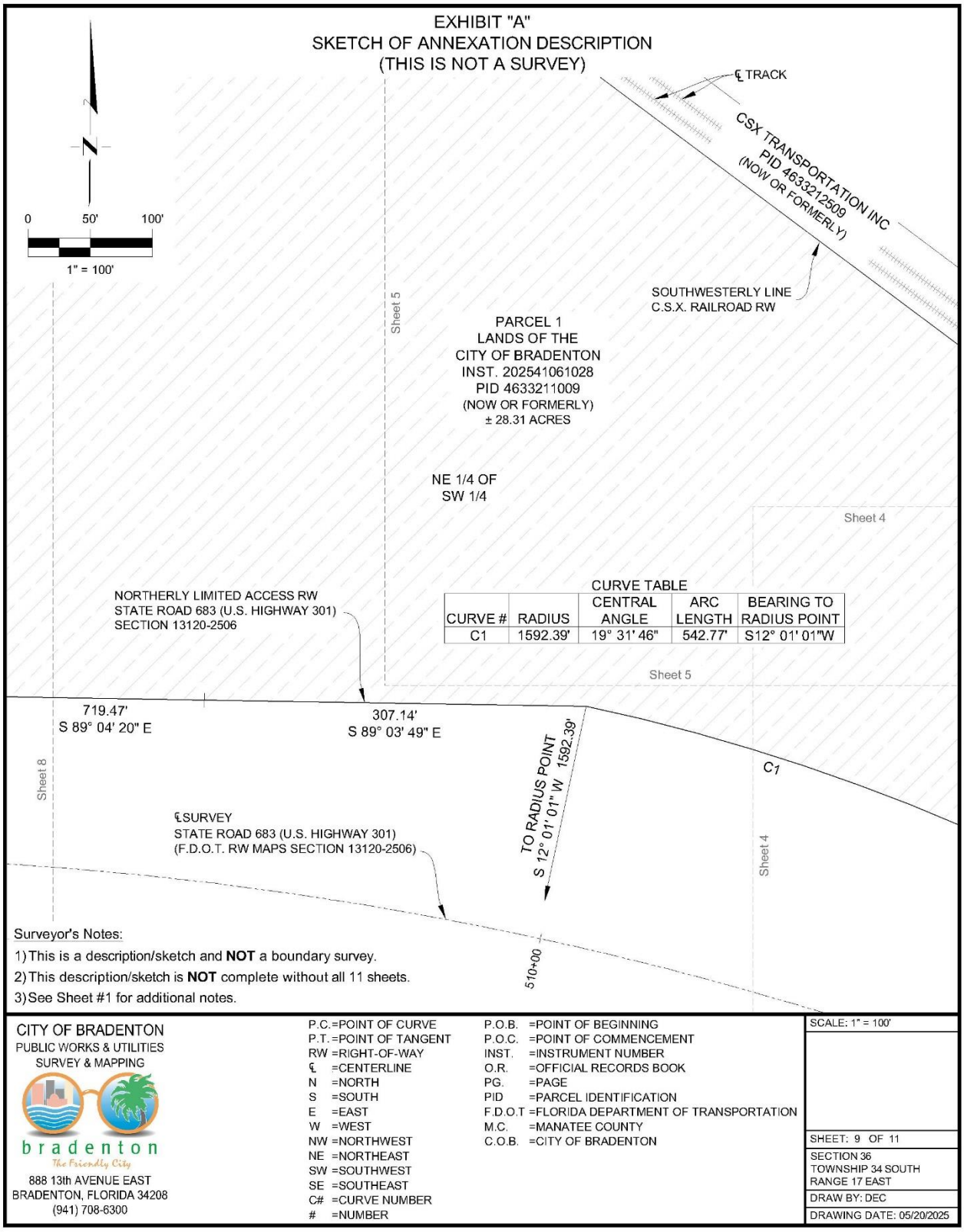
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
N
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
Sheet 5
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
NE 1/4 OF
SW 1/4
Sheet 4
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
Sheet 5
719.47'
S 89° 04' 20" E
307.14'
S 89° 03' 49" E
TO RADIUS POINT
S 12° 01' 01" W 1592.39'
C1
Sheet 8
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Sheet 4
510+00
Surveyor's Notes:
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CITY OF BRADENTON
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M.C. =MANATEE COUNTY
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SCALE: 1" = 100'
SHEET: 9 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

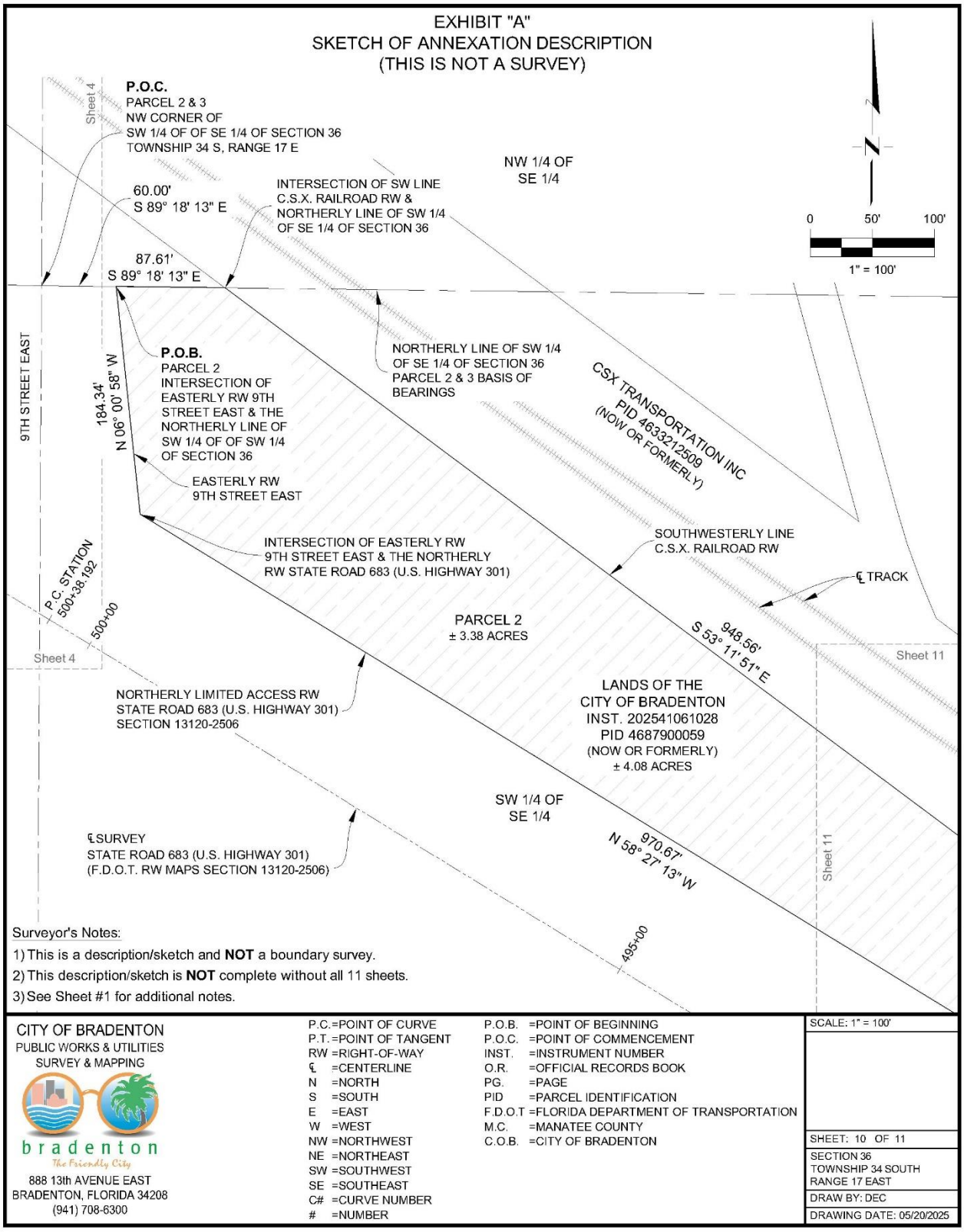
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
P.O.C.
PARCEL 2 & 3
NW CORNER OF
SW 1/4 OF OF SE 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Sheet 4
NW 1/4 OF
SE 1/4
60.00'
S 89° 18' 13" E
INTERSECTION OF SW LINE
C.S.X. RAILROAD RW &
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
87.61'
S 89° 18' 13" E
0
50'
100'
1" = 100'
9TH STREET EAST
184.34'
N 06° 00' 58" W
P.O.B.
PARCEL 2
INTERSECTION OF
EASTERLY RW 9TH
STREET EAST & THE
NORTHERLY LINE OF
SW 1/4 OF OF SW 1/4
OF SECTION 36
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
PARCEL 2 & 3 BASIS OF
BEARINGS
CSX TRANSPORTATION INC
PID 463321250
(NOW OR FORMERLY)
EASTERLY RW
9TH STREET EAST
INTERSECTION OF EASTERLY RW
9TH STREET EAST & THE NORTHERLY
RW STATE ROAD 683 (U.S. HIGHWAY 301)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
P.C. STATION
500+38.192
500+00
PARCEL 2
± 3.38 ACRES
948.56'
S 53° 11' 51" E
Sheet 4
Sheet 11
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4687900059
(NOW OR FORMERLY)
± 4.08 ACRES
SW 1/4 OF
SE 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
970.67'
N 58° 27' 13" W
Sheet 11
495+00
Surveyor's Notes:
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CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
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888 13th AVENUE EAST
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SHEET: 10 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council Second Reading
August 13, 2025

Staff Report

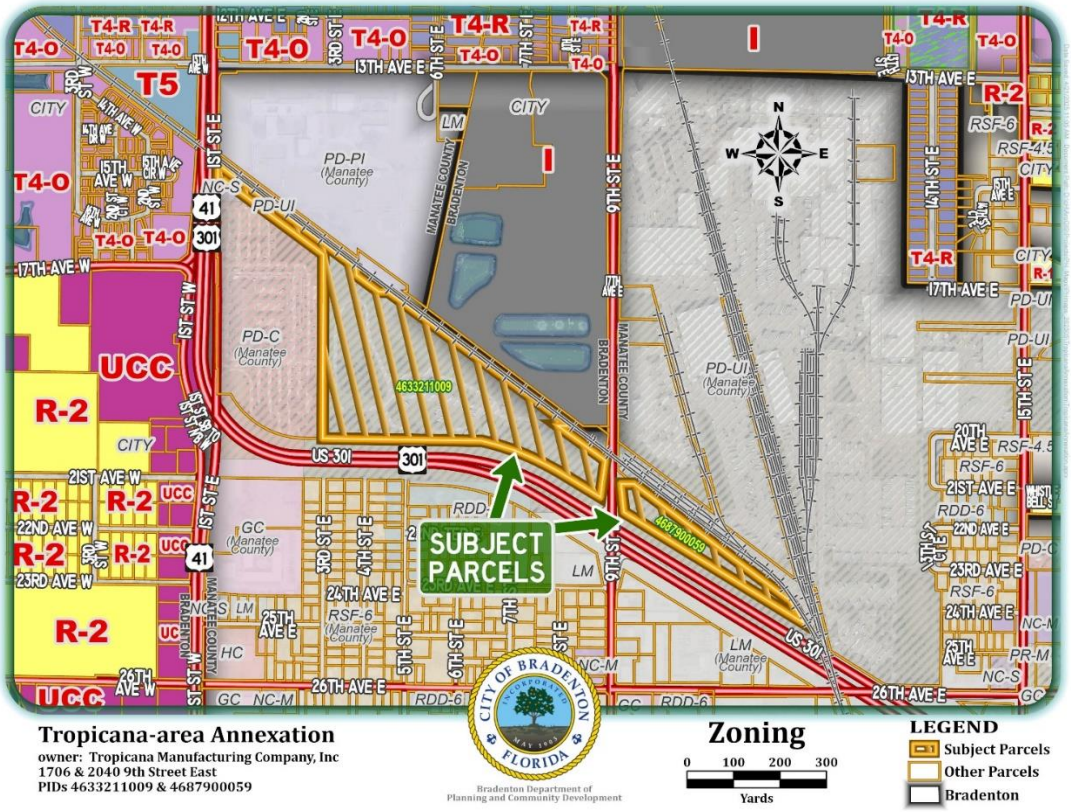
Case Number: PLN-ZON-25-0001 – ORD 4063
Applicant: City of Bradenton
Parcel IDs: 4633211009, 4687900059
Zoning: Manatee County
Proposed Zoning: Industrial (I)
Current Future Land Use: Manatee County
Proposed Future Land Use (per concurrent ORD 4062): Industrial (I)
Flood Zone: X

Surrounding Property:

Zoning:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Future Land Use:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Uses:	North: Industrial, school South: Residential East: Industrial West: Retail

SUMMARY OF REQUEST

The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with nearby zoning classifications.



Industrial *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Industrial zoning district as:

> This district is designed to permit wholesale and storage establishments and industrial complexes in predominantly developed areas where compatible with surrounding land uses and is intended for use in areas with sites sufficiently large to accommodate industries, their ancillary facilities, parking and buffers.

The following page shows the uses allowed in the Industrial district, with those marked under "P" being permitted by right and those marked under "SU" only allowed with Special Use approval from City Council. Mixed Use Residential or Multifamily that sets aside at least 40 percent of its total units as affordable rental units to income-eligible households (at or below 120 percent area median income) for a period of at least 30 years must also be allowed in Industrial Zoning per Florida's "Live Local Act".

Uses allowed in the Industrial zoning district from SCHEDULE 3.2.1.2 Permitted and Special Uses:

USE (1)(5)	I		USE (1)(5)	I		USE (1)(5)	I	
	P	SU		P	SU		P	SU
Service Station/Repair	X		Parks		X	Heliports (11)		X
Car Wash	X		Public Transportation Terminal	X		Docks and Piers * (4)	X	
Auto Sales/Rental	X		Marinas	X		Testing Laboratories	X	
Parking Lot/Garage	X		Motor Freight Terminals		X	Heating and Fuel	X	
Automotive Specialty	X		Marine Establishments	X		Ice Plant	X	
Construction Service	X		Storage Establishments	X		Heavy <Manufacturing>		X
Farm/Marine Supplies	X		Plant Nurseries	X		PUBLIC FACILITIES		X
Laundry/Dry Cleaning Plant	X		Communication Towers *		X	PRIVATE EVENTS	X	
Wholesale	X		Light <Manufacturing>	X		Group Care Facilities * (12)	X	
Convenience, Grocery, Drugs	X		Kennels, Animal Boarding		X	Veterinarian/Animal Hospital	X	
Catering		X	OFFICES - NON-MEDICAL	X		NEWSRACKS, MODULAR *	X	

* Indicates that there are specific use regulations pertaining to the use (section 4.3).

(1) Outdoor storage and/or display in conjunction with any use is not permitted unless specifically approved by special use permit.
(2) Limited to four per year, maximum two weeks duration each, except Christmas tree lots which are limited to once yearly for 30 days.
(3) Refer to section 3.4.6, special district regulations, for use permissions in the Antique District Overlay.
(4) Docks and piers proposed for public waterfront and those not meeting the criteria in section 5.1.2.14 shall require a special use permit.
(5) Retail establishments providing modeling services require 1,000 square feet per room.
(6) Buildings within 40 feet of a local street abutting a residential land use district must be residential in use and character and oriented to the local street. Neighborhood-serving retail uses may be allowed for corner parcels at local and minor collector street intersections if approved as a planned development project with a positive recommendation from the architectural review board.
(7) City council approval may be required. Refer to sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.
(8) Adult and child day care centers with six or less clients and "family day care home" as defined and licensed by HRS [Department of Children and Families] are exempt from zoning requirements.
(9) Day care centers, schools, churches, and other religious establishments can not be located within 500 feet of any adult entertainment establishment.
(10) Permitted use inside the Urban Central Business District Overlay.
(11) Helicopter pads shall be a permitted accessory use to hospitals and public safety facilities.
(12) Shall be a state licensed facility.

FUTURE LAND USE

This application was submitted with a concurrent application to designate the property with the Industrial Future Land Use Classification. Industrial zoning and Industrial future land use are inherently compatible.

ANALYSIS

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The Industrial zoning category is consistent with the Industrial future land use category, which is the proposed future land use category for this property along with the annexation.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Industrial zoning is consistent with surrounding zoning and adjacent land uses. There is industrial zoning directly north of these properties.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of

service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

The Technical Memorandum provided by Kim Clayback P.E., Engineering Manager with City of Bradenton Public Works explains the existing utilities that are found on the site. There is no indication of any concern with meeting the demand for services. This memorandum is attached to this report as Exhibit E.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Industrial zoning category does not conflict with the public interest.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.

Because the intended future uses are those that fall under permitted per the use schedule in the Land Use Regulations, this designation is consistent with the purpose and intent of the LURs.

On June 18, 2025, Planning Commission voted unanimously to recommend approval.

EXHIBIT A: Legal Descriptions
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map (Current)
EXHIBIT D: Zoning Map
EXHIBIT E: Technical Memorandum

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

CITY OF BRADENTON
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SCALE: NONE

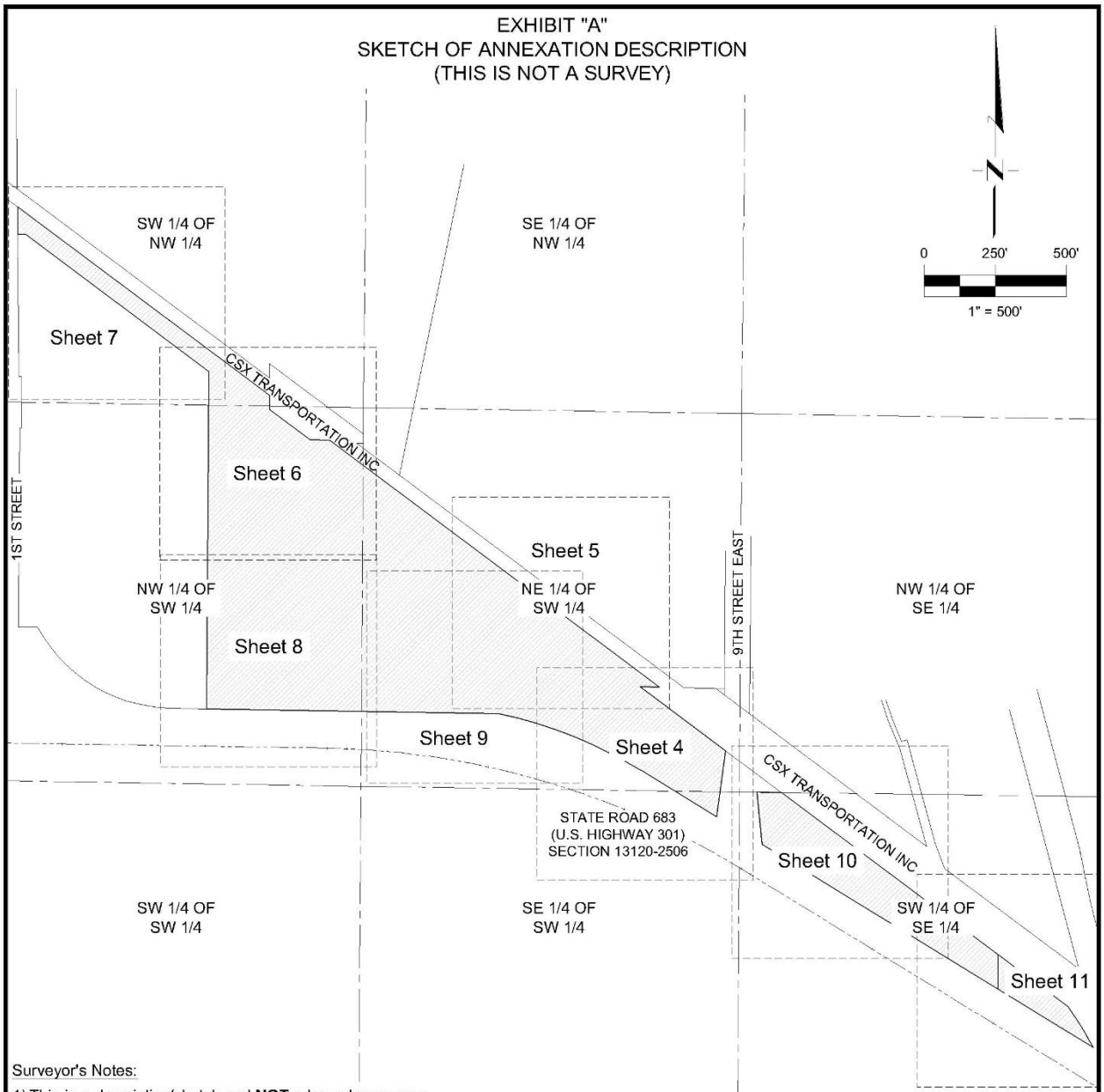
SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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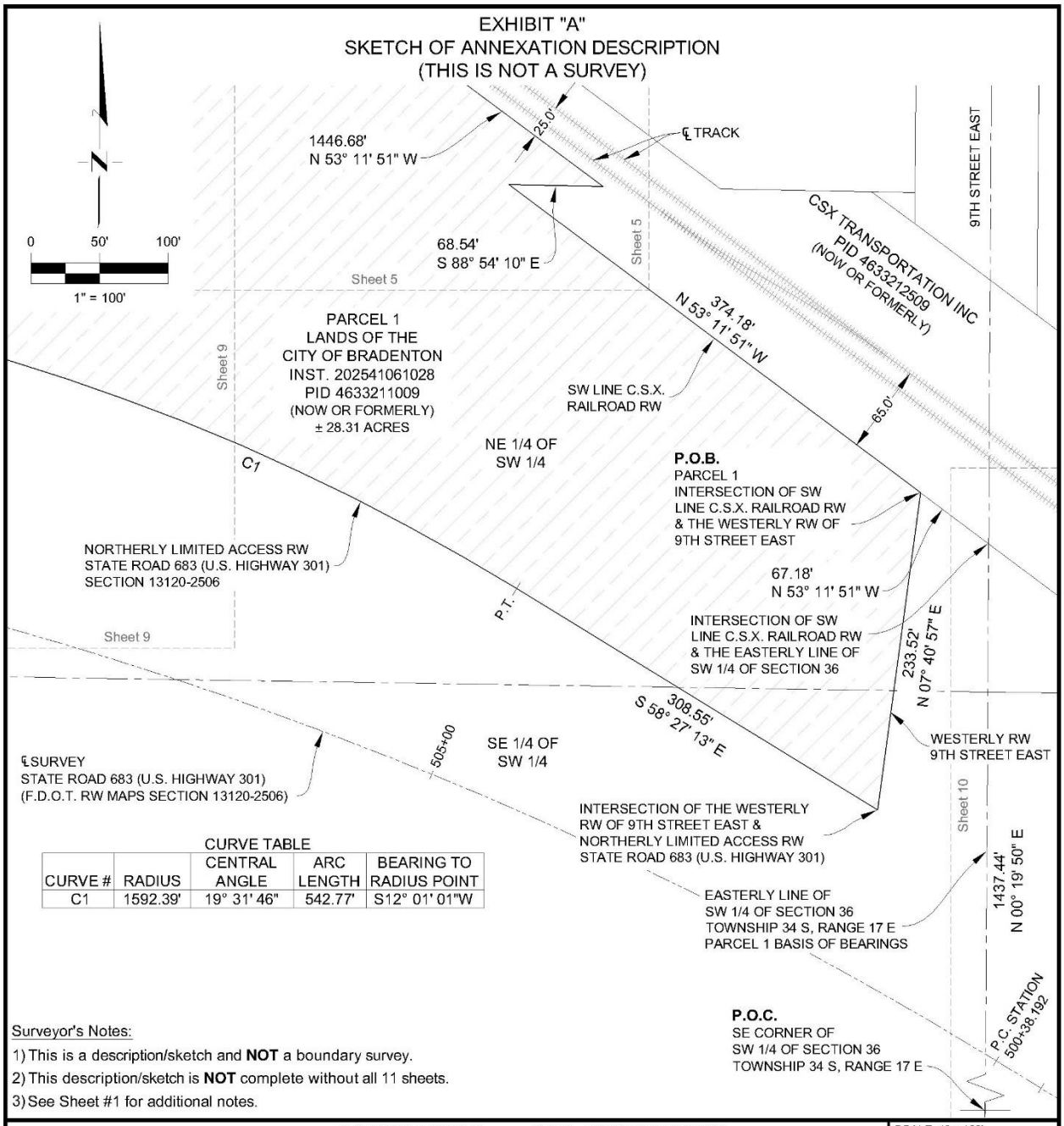
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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3) See Sheet #1 for additional notes.

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P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

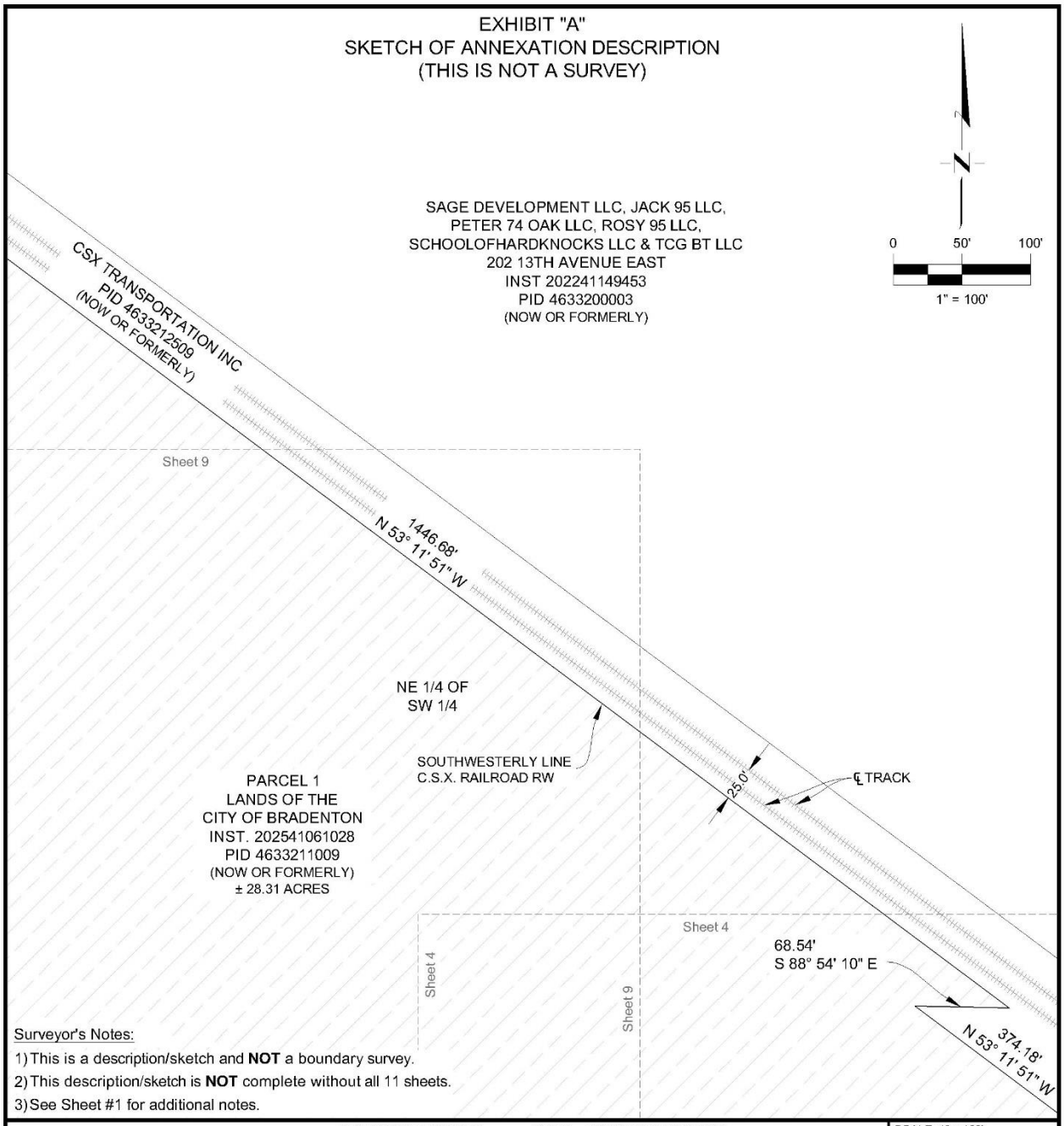
SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

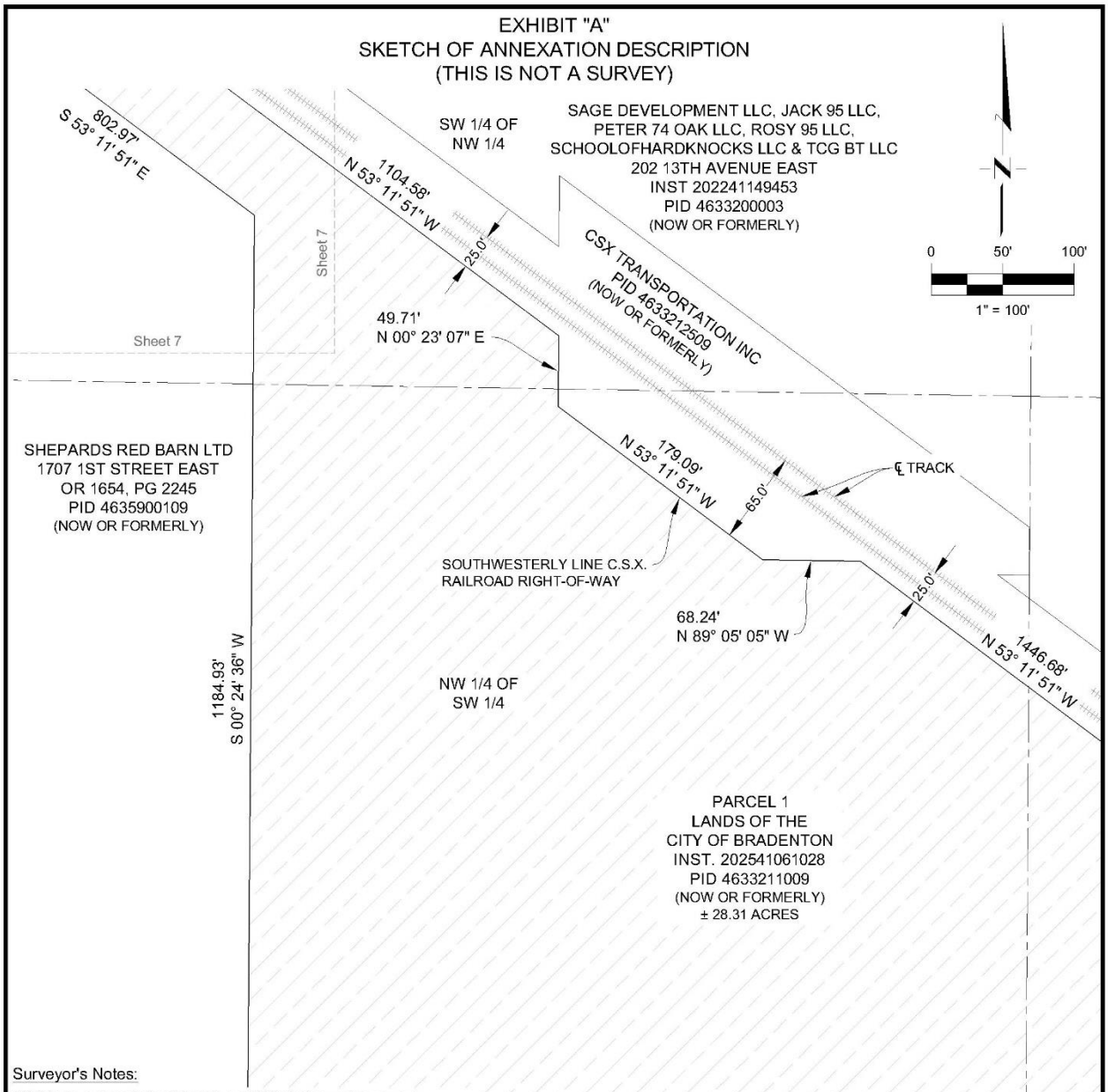
SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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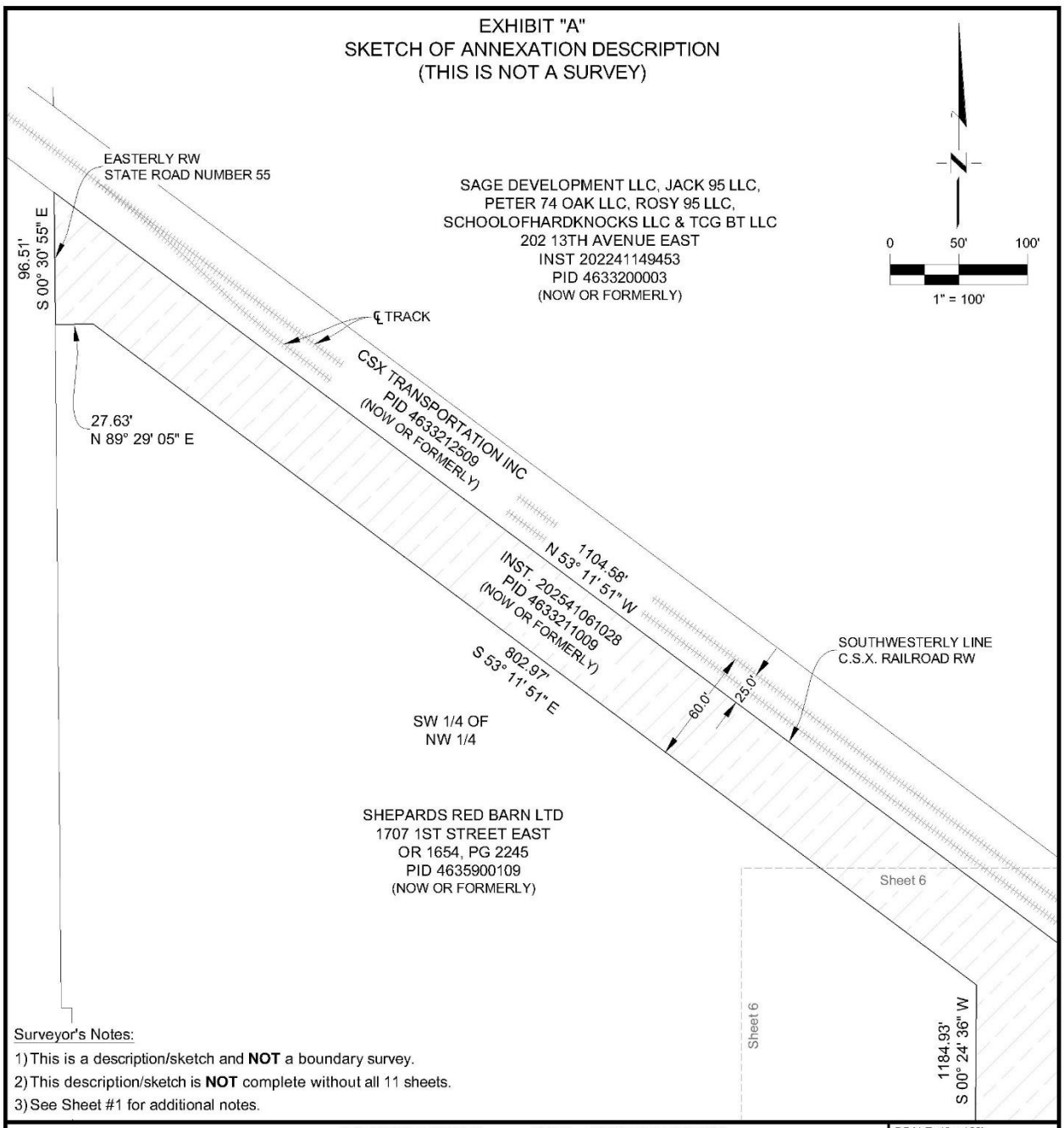

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SCALE: 1" = 100'

SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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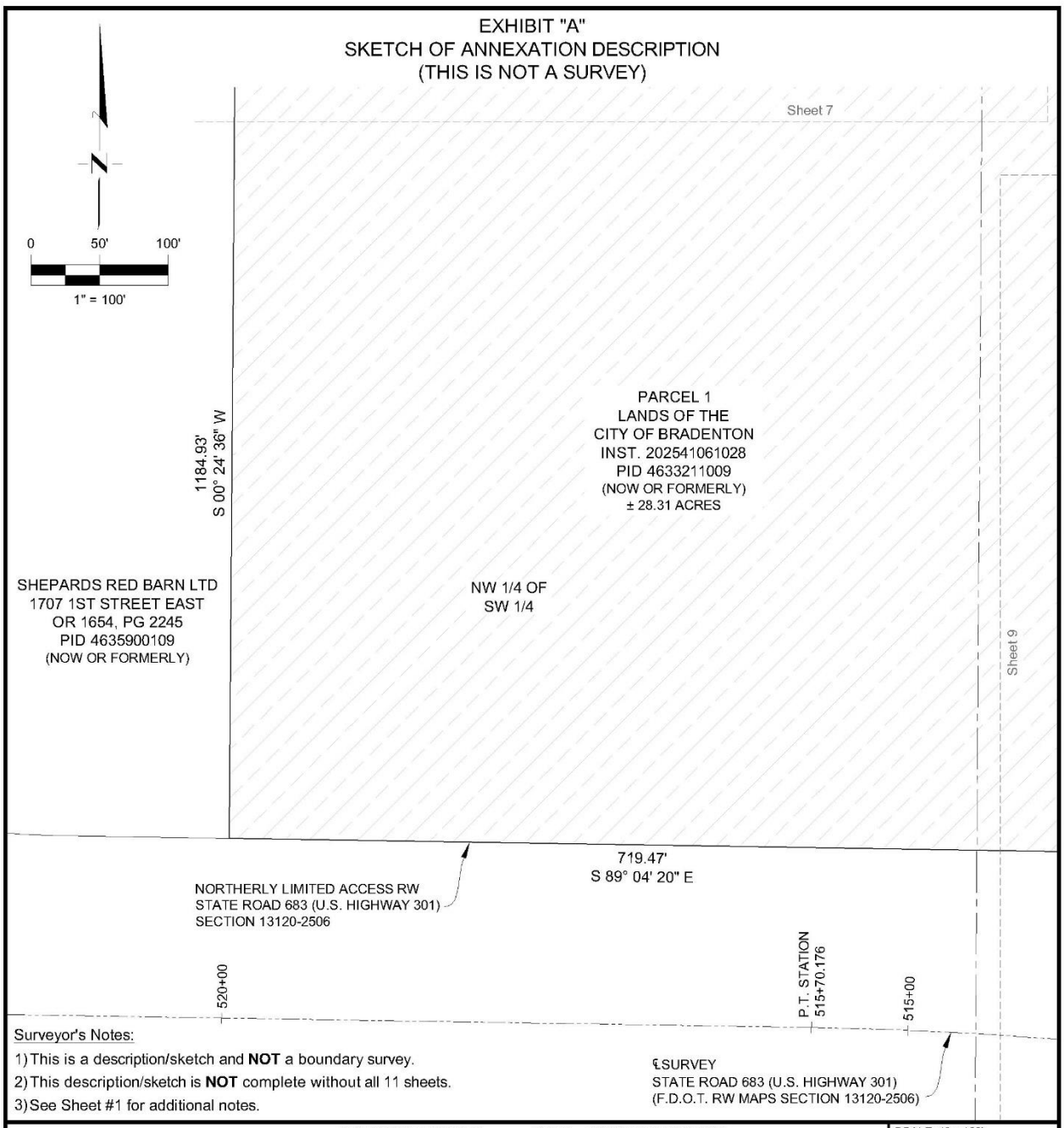

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C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

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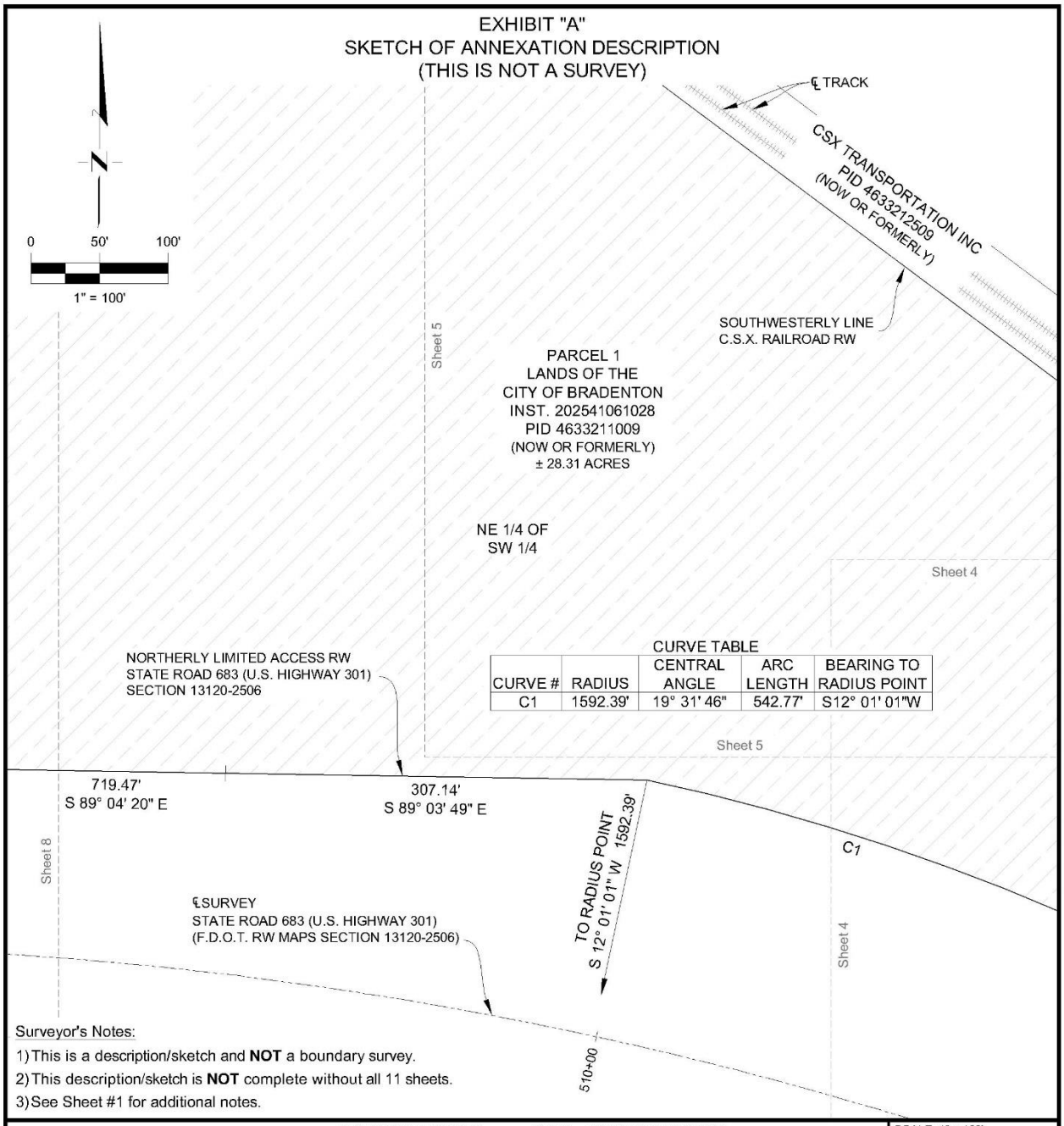

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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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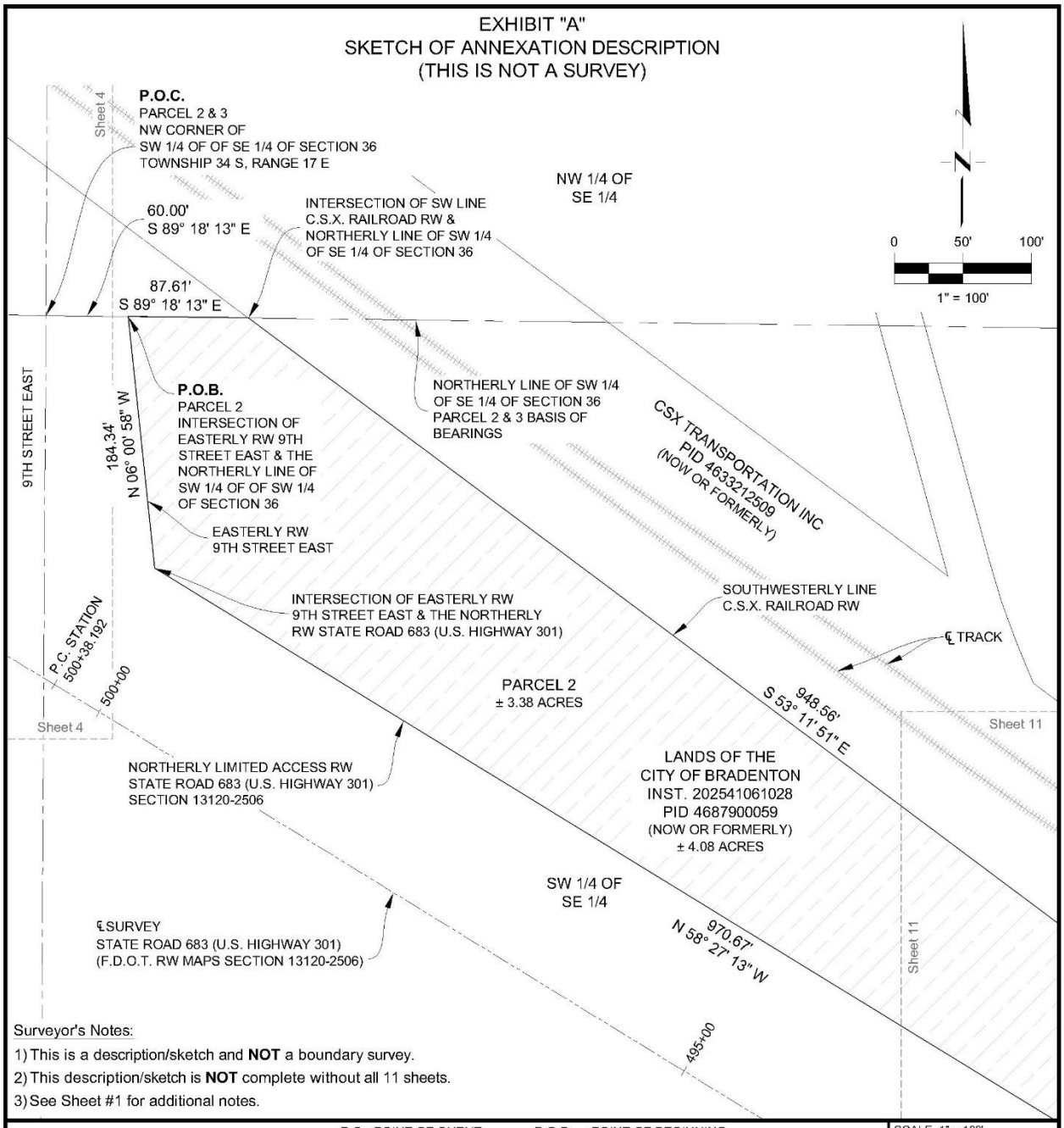

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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

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EXHIBIT "A"
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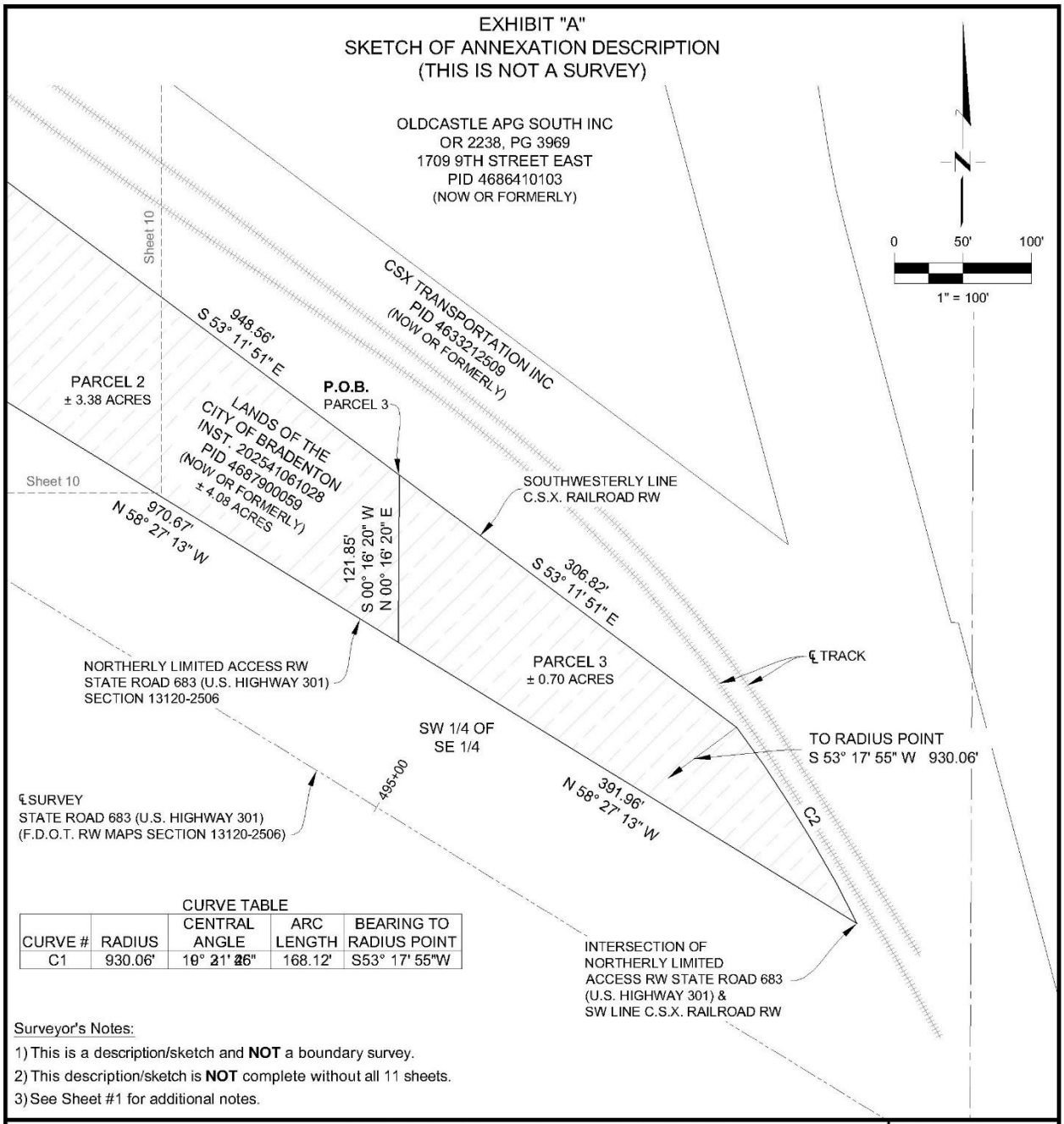

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	10° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT B

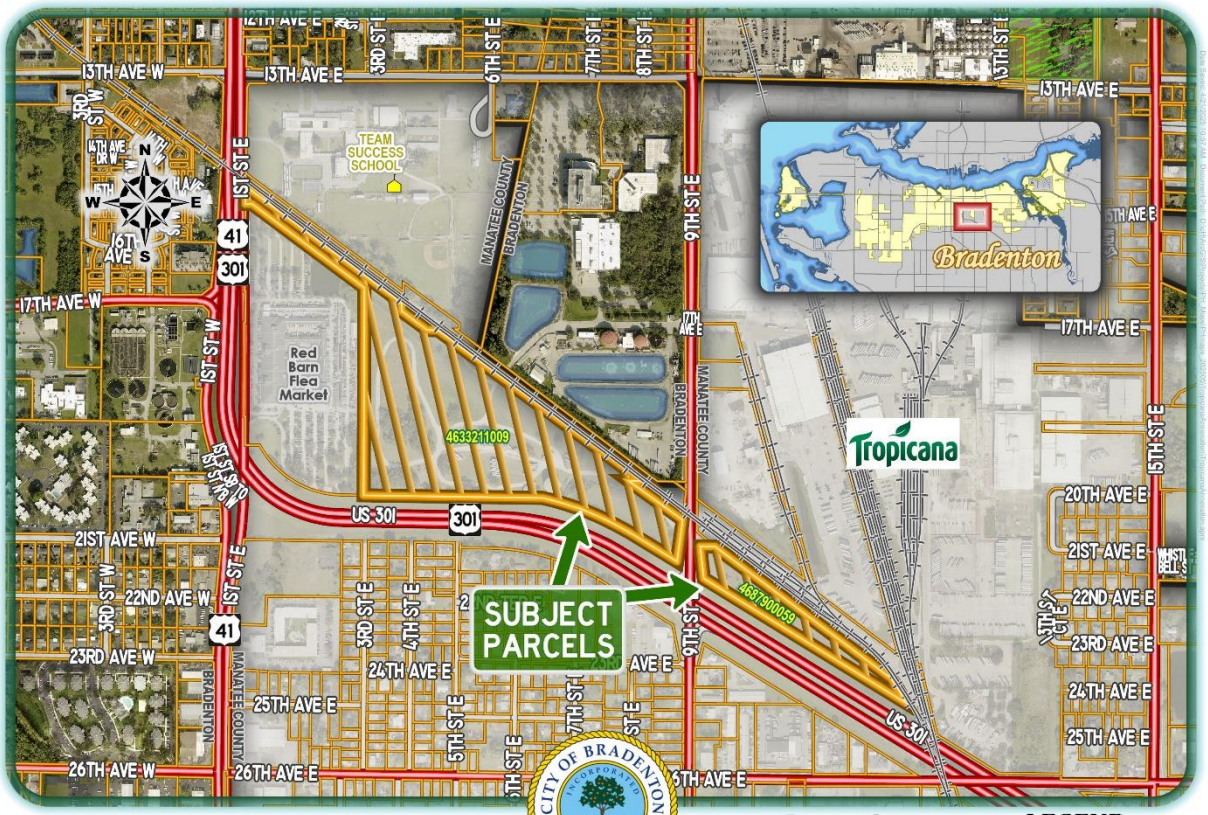
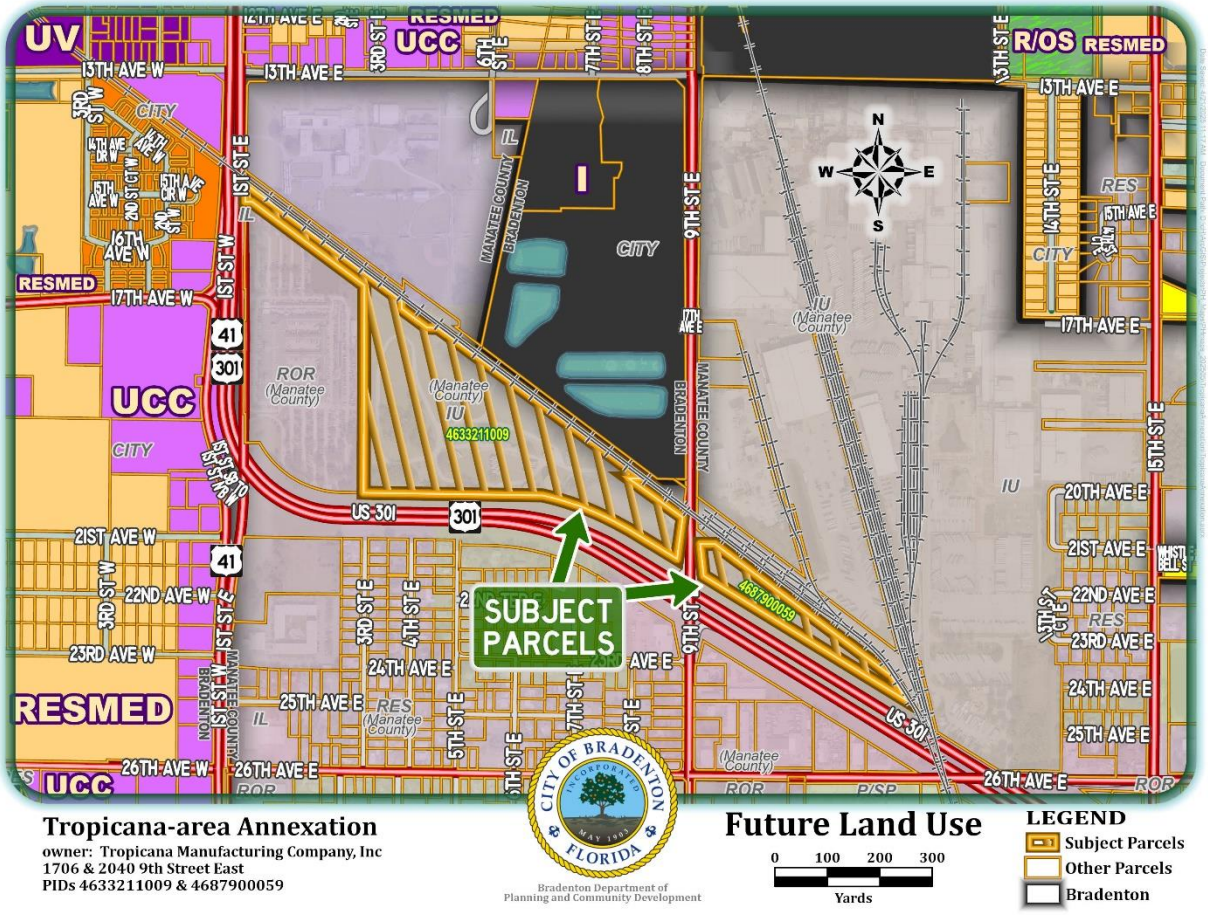

13TH AVE W
13TH AVE E
3RD ST
6TH ST E
7TH ST
8TH ST
9TH ST E
TEAM SUCCESS SCHOOL
MANATEE COUNTY
BRADENTON
Bradenton
17TH AVE W
17TH AVE E
1ST ST W
1ST ST E
Red Barn Flea Market
4633211009
Tropicana
US-301
301
41
21ST AVE W
22ND AVE W
23RD AVE W
24TH AVE E
25TH AVE E
26TH AVE W
26TH AVE E
SUBJECT PARCELS
4687900059
15TH ST E
20TH AVE E
21ST AVE E
22ND AVE E
23RD AVE E
24TH AVE E
25TH AVE E
Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Location
0 100 200 300
Yards
LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT C



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

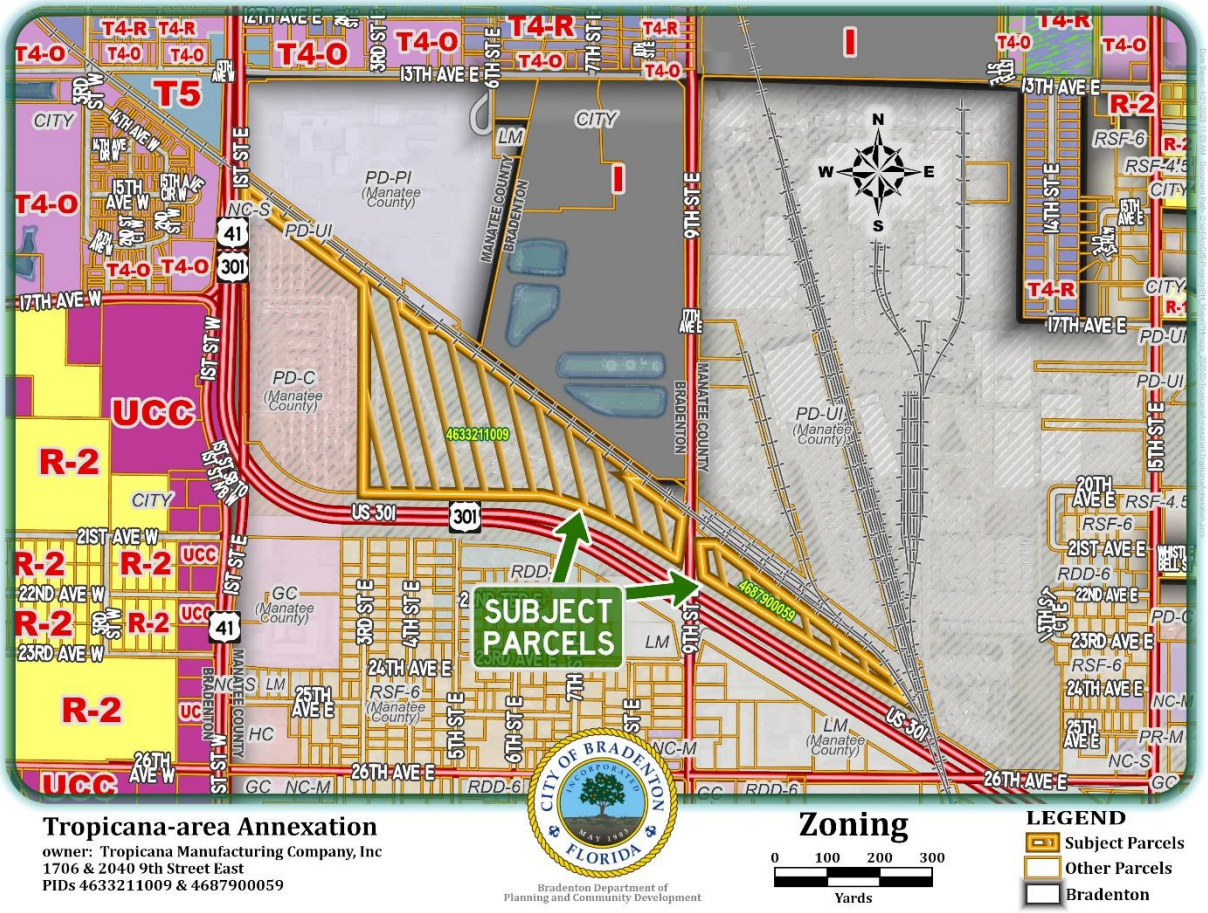
Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
- Subject Parcels
- Other Parcels
- Bradenton

EXHIBIT D



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA
Bradenton Department of Planning and Community Development

Zoning
0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT E

Kim Clayback P.E., Engineering Manager

Public Works & Utilities | 888 13th Ave E | Bradenton, Florida 34208
941.708.6300 | kim.clayback@bradentonfl.gov
www.cityofbradenton.com

Technical Memorandum
Annexation from Manatee County to City of Bradenton
PID 4633211009 and 4687900059

The City of Bradenton intends to annex PID's 4633211009 and 4687900059 from unincorporated Manatee County into the City of Bradenton's jurisdiction. The intended use of the property is industrial in that the City intends on constructing a Public Works and Utilities Field Support Complex.

Existing Utilities are found throughout the site and are described below:

- A ±3100-ft 24" water transmission main is located immediately outside of the CSX railroad ROW on PID 4633211009 and on PID 4687900059 is an additional ±1300-ft 24" water transmission line is on the south side of the property immediately outside of the FDOT ROW along US301. This line is not meant to provide service to customer as it routes water from the water treatment plant to the high service pump station.

- Reclaimed water facilities are on site; a 2MG tank reuse tank with ancillary structures is located on the south side of the property; the area is fenced and includes a FPL transformer. A ±250-ft pipeline extends north from the tank to the 18" reclaimed line adjacent to the railroad. A second pipeline, ±800-ft, extends to the east to 9th St E.

- On PID 4633211009 a ±3100-ft 18" reuse transmission main is located immediately outside the CSX railroad ROW. The line crosses 9th St E and ±1300-ft of 18" reclaimed water pipe is on the south side of the property immediately outside of the FDOT ROW along US301.

- PID 4687900059 has a backflow and fire hydrant on the property; both are connected to the City reclaimed water transmission line.

- No sanitary facilities are currently on the properties.

- Valves associated with the reclaimed water line and the water transmission main are located within the property bounds of both parcels.

- Several stormwater dry ponds and swales are located on PID 4633211009. The environmental resource permits (ERP) associated with parcel are ERP 6551.004 and 13215.003 with the permittee identified as Tropicana Products. Additionally, CSX Transportation is the permittee for additional stormwater activities with ERP 17270.000. Runoff from the Red Barn was permitted under ERP 8548.000 and 001where runoff is directed to the swale system adjacent to the railroad. Multiple stormwater pipes associated with these systems are located throughout the north side of the property.

- A billboard is located on PID 4687900059. The ownership of the advertisement appears to be Tropicana. A lease was discovered from 2007 between FDOT and CST Enterprises; the lease has expired.

- Two Tropicana monument signs are within the property boundaries.

- Overhead electric appears throughout the property.

From the Future Land Use Element of the City's Comprehensive Plan, the City is required to provide adequate service for potable water, wastewater, stormwater, police, fire protection, roadway maintenance, garbage collection and parks and recreation.

- Potable Water
  A City owed 8" PVC water line crosses US301 to serve the adjacent property known as the Red Barn Flea Market. The construction of an extension of this line will provide adequate water service to the two parcels noted above. The pipe extension to the proposed annexed properties will be constructed, owned, and maintained by City of Bradenton Public Works.

- Wastewater
  Wastewater service to the two parcels noted above shall be provided via an internal collection system for the sanitary facilities and a small package pump system to connect to an existing City force main located in the right of way on the east side of US301.

- Stormwater
  Stormwater is required to be managed on the site, several permittees are associated with the environmental resource permits, Tropicana and CSX. The facilities permitted previously shall be taken into account in the calculations and stormwater management system for PID 4633211009. Additionally, the Red Barn utilizes the swale along the north side of the property adjacent to the railroad to manage stormwater runoff.

- Police and Fire Protection
  City Police and Fire will cover the needs at the new Public Works Field Operations Center.

- Roadway Maintenance
  The roadways within the property will have limited public access with the primary users being city maintenance vehicles. The City's internal Street Department will be responsible for maintaining the internal roads. Ingress-egress decisions shall be

included during the design phase.

- Garbage Collection
  City Solid Waste is being relocated to the Field Operations and Center and will be responsible for waste removal from the yard.

- Parks and Recreation
  The intended industrial use of the property and the consideration the property is owned by the City does not allow for parks and recreational areas to be considered.

The property is the future home of the Public Works Field Operations Center. With consolidated operations and workforce, the annexation will help to improve the level of service offered through Public Works and Utilities to our residents and businesses as well as increased security for the multi-million dollars of assets on site.

PLN-ZON-25-0001

Menu Reports Help

File Date: 05/21/2025

Application Status: New

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: Proposed Zoning designation of Industrial for parcels 4633211009 (28.31 acres) and 4687900059 (4.08 acres). Related to PLN-AXR-25-0001, request to annex from unincorporated Manatee County to the City of Bradenton. Planned future use of the parcels is to accommodate the City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage.

Application Type: Zoning Map Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 1706 9th St E, BRADENTON, FL 34208

Owner Name: Tropicana Manufacturing Company Inc.

Owner Address: 433 W. Van Buren Street, Ste. 3N, Chicago, IL 60607

Parcel No: 999%

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Bradenton Planning	City of Bradenton	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields:

GENERAL INFORMATION

Current Zoning Designation	Proposed Zoning Designation	Current Use of Property

Proposed Use of Property

City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf			
Case Manager				
Building Review				
Public Works Review				
Planning Review				

Task	Assigned To	Status	Status Date	Action By
Fire Review				
Other Reviews				
Review Consolidation				
DRC				
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	August 13, 2025
SUBMITTED BY:	Jamie Schindewolf, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**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.
SUGGESTED ACTION:	Vote to either approve or deny Resolution 25-67, Case PLN-SUP-24-0005.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
Adam and Kathleen LaFavre (applicants and owners) of property located at 1720 Manatee Avenue West have submitted a Special Use Permit application to allow for a dock to be located at the subject property.

On May 28, 2025, the Bradenton City Council passed Ordinance 4059, amending the City of Bradenton Land Use Regulations to add docks and piers as a Special Use in the Urban Village zoning district.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 25-67.

ATTACHMENTS:
Resolution 25-67
Staff Report
Application Materials

RESOLUTION 25-67

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.

WHEREAS, Kathleen LaFavre, as Trustee of the LaFavre, Kathleen T. Revocable Trust DTD 05/18/2018 (the "Property Owner" or "Applicant") owns the property located at 1720 Manatee Avenue West, Bradenton, Florida (Parcel ID No 3370100004), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Village (UV); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (UV) Urban Village Zoning District; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the UV zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2 identifies Docks as a Special Use; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a Dock as a secondary use; and

WHEREAS, the Planning Commission held a noticed public hearing on July 16, 2025 at which the Commission received testimony and evidence from the Applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on August 13, 2025, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff

report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to install an accessory dock, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project 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 is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
e. The Planning Commission recommended approval.
f. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on adjoining properties is adequate for the proposed use. See 3.3.2.5.
    7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy, and effect upon surrounding properties. See 3.3.2.5.
    8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
    9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.

10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a dock as an accessory use to an authorized primary use, as generally shown on the Site Plan attached hereto as Exhibit "B".

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The Applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 13th DAY OF AUGUST 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT A

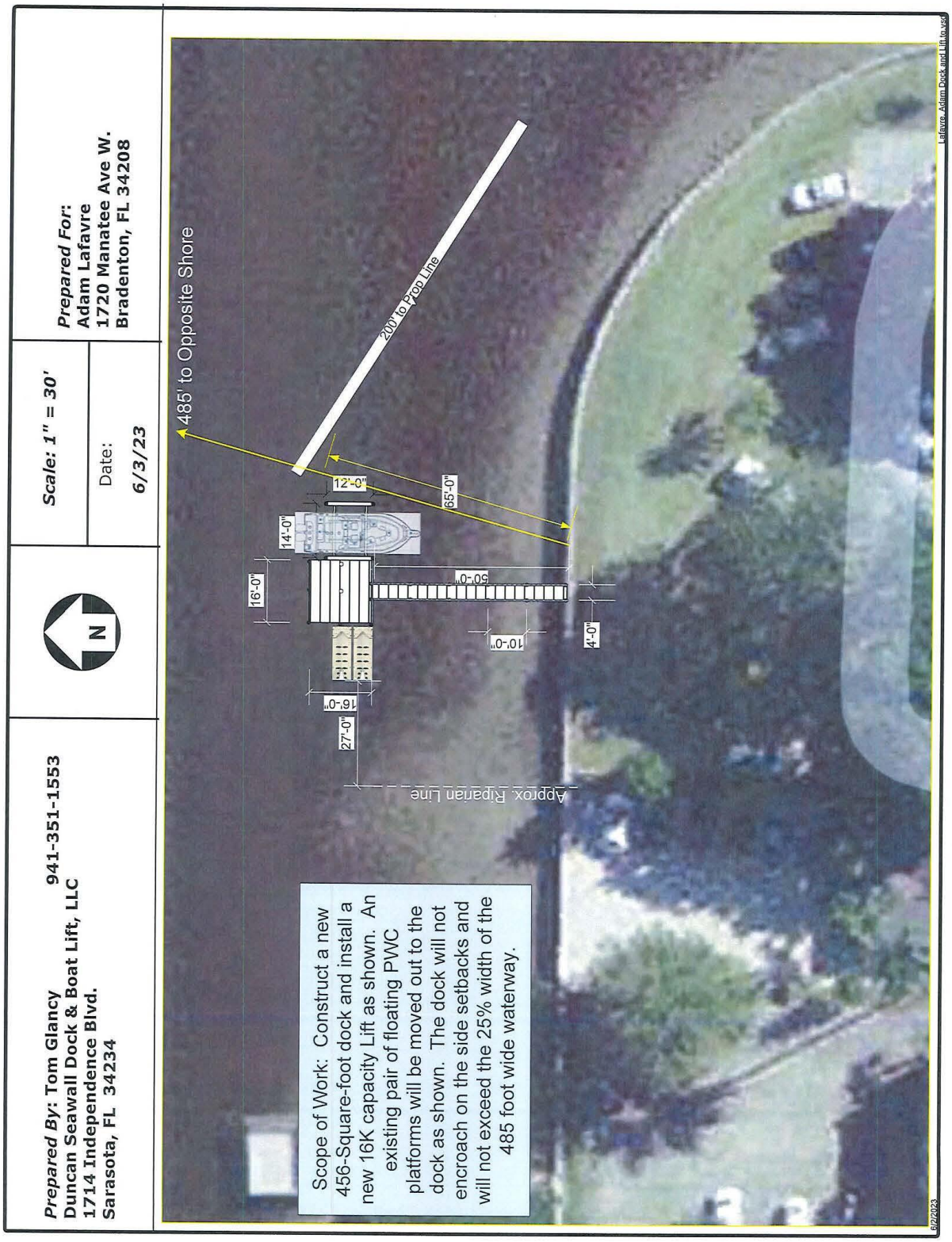
THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF BRADENTON, COUNTY OF MANATEE AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE LEE S. DAY PROPERTY, WHICH PROPERTY IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, RUN THENCE NORTH TO THE BANK. OF WARE'S CREEK (WHICH SAID LINE RUNS UNDER A WINDMILL LOCATED PARTLY ON THE LAND HEREINAFTER DESCRIBED AND PARTLY ON THE LAND JUST WEST THEREOF); THENCE EASTERLY AND SOUTHERLY ALONG THE BANK OF SAID CREEK, TO ITS INTERSECTION WITH MANATEE AVENUE, THENCE WEST TO THE POINT OF BEGINNING; EXCEPTING FROM THE PROPERTY ABOVE DESCRIBED THE WEST FIFTY-FOUR (54) FEET THEREOF.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE SW CORNER OF THE NW l/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH RANGE 17 EAST, RUN N 00° 51'46" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 38.35 FEET TO THE NORTH RIGHT OF WAY LINE OF MANATEE AVENUE; TIIENCE S. 88° 54'40" E, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING: THENCE S 88° 54'04" E, CONTINUING ALONG NORTH RIGHT OF WAY LINE, A DISTANCE OF 192.35 FEET, THENCE N 00° 49'01" E, ALONG THE BANK OF WARE'S CREEK, A DISTANCE OF 76.60 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BANK OF WARE'S CREEK, A DISTANCE OF 256 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE LYING N 00° 51'45" E FROM THE POINT OF BEGINNING; THENCES 00° 51'45" W. ALONG SAID LINE, A DISTANCE OF 193.45 FEET TO THE POINT OF BEINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

LESS THE ROAD RIGHT OF WAY FOR MANATEE AVENUE (SR-64)

Parcel Identification Number: 3370100004

EXHIBIT B


Prepared By: Tom Glancy 941-351-1553
Duncan Seawall Dock & Boat Lift, LLC
1714 Independence Blvd.
Sarasota, FL 34234
N
Scale: 1" = 30'
Date: 6/3/23
Prepared For:
Adam Lafavre
1720 Manatee Ave W.
Bradenton, FL 34208
485' to Opposite Shore
200' to Prop Line
12'-0"
65'-0"
14'-0"
16'-0"
50'-0"
10'-0"
4'-0"
16'-0"
27'-0"
Approx Riparian Line
Scope of Work: Construct a new 456-Square-foot dock and install a new 16K capacity Lift as shown. An existing pair of floating PWC platforms will be moved out to the dock as shown. The dock will not encroach on the side setbacks and will not exceed the 25% width of the 485 foot wide waterway.
6/2/2023
Lafavre Adam Dock and Lift.vsd

City of Bradenton
Planning and Community Development
City Council
August 13, 2025

Staff Report

Resolution: 25-67
Case Number: PLN-SUP-24-0005

Applicant:	Adam and Kathleen LaFavre (applicants and owners)
Owner:	LaFavre, Kathleen T. Revocable Trust DTD 05/18/2018
Address:	1720 Manatee Avenue West
Parcel ID No:	3370100004
Current Zoning:	UV (Urban Village)
Future Land Use:	UV (Urban Village)
Flood Zone:	AE, VE

Surrounding Property Zoning:

Current Zoning: North: T4-O (General Urban Open Transect District)
South: UV (Urban Village)
East: T4-O (General Urban Open Transect District)
West: UV (Urban Village)

Future Land Use: North: RESHIGH (High Density Residential)
South: UV (Urban Village)
East: URBCORE (Urban Core)
West: RESHIGH (High Density Residential)

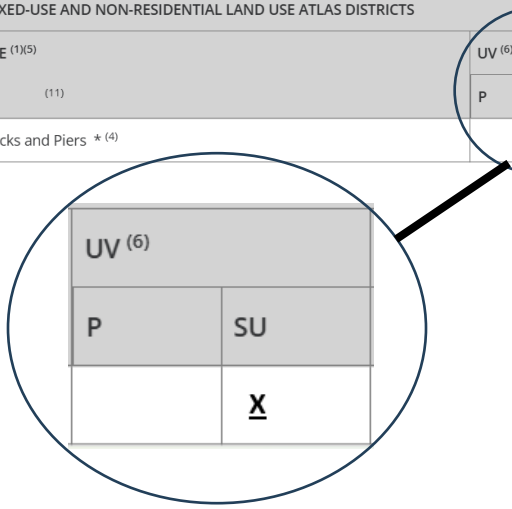
Adam and Kathleen LaFavre (applicants and owners) of property located at 1720 Manatee Avenue West have submitted a Special Use Permit application to allow for a Dock to be located at the subject property.

On May 28, 2025, the Bradenton City Council passed Ordinance 4059, amending the City of Bradenton Land Use Regulations to add docks and piers as a Special Use in the Urban Village zoning district, as shown on the following page.

Through the Special Use permit review for a club (reception center) on the property, a site visit to the property revealed a floating jet-ski dock. At the time, docks were prohibited in the UV zoning district. The existing dock has no permit issued for it. The current request is for a more extensive dock, as shown in Exhibit F.

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE (1)(5) (11)	UV (6)		UC/UCBD (3)		UCC		SCC		P		I	
	P	SU	P	SU	P	SU	P	SU	P	SU	P	SU
Docks and Piers * (4)		X	X		X		X		X		X	



Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response: *The dock will be setback at least 10 feet from both property lines.*

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: The tract of land is suitable for a dock.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: The access points will not change and the dock is not meant to increase the need for access to the property. It is a private dock.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

There is no need for screening of the dock; many nearby properties have docks already.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: The addition of a dock does not necessitate any additional ingress or egress to the property.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the proposed uses will not affect adjoining properties as far as smoke, glare, dust, vibrations, fumes, and pollution. The property to the west has a dock.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: A dock will not create additional refuse.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: A dock will not affect or impact existing utilities as the subject property already has utilities and city services.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No nuisance or hazardous features are anticipated with this use.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: Only low voltage safety lighting will be used for the path to the dock.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: Adjacent and nearby properties have docks. Adding a dock to this property will not impact the value of nearby property.

h. Adequacy of land and/or building which are to be used.

Staff Response: The land is adequate to support a dock per City dock regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: A dock is appropriate in the area given the adjacent property has an existing dock.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed dock.

k. Consistency with the city's comprehensive plan.

Staff Response: The request is consistent.

** Please see the application materials for the applicant's response to the Review Criteria.

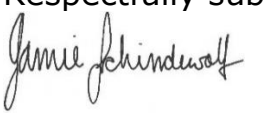
PLANNING AND COMMUNITY DEVELOPMENT ANALYSIS

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.

Respectfully submitted,



Senior Planner
City of Bradenton Planning and Community Development

EXHIBITS

EXHIBIT A: Location
EXHIBIT B: Zoning
EXHIBIT C: Future Land Use
EXHIBIT D: Legal Description
EXHIBIT E: Survey
EXHIBIT F: Proposed Scope of Work

EXHIBIT A
LOCATION



PLN-SUP-24-0005 - Dock
owner: Kathleen T. Lafavre
1720 Manatee Avenue West
PID 3370100004

Bradenton Department of
Planning and Community Development

Location
0 20 40 60
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT B
ZONING



PLN-SUP-24-0005 - Dock
owner: Kathleen T. Lafavre
1720 Manatee Avenue West
PID 3370100004

Bradenton Department of
Planning and Community Development

Zoning
0 20 40 60
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT C
FUTURE LAND USE

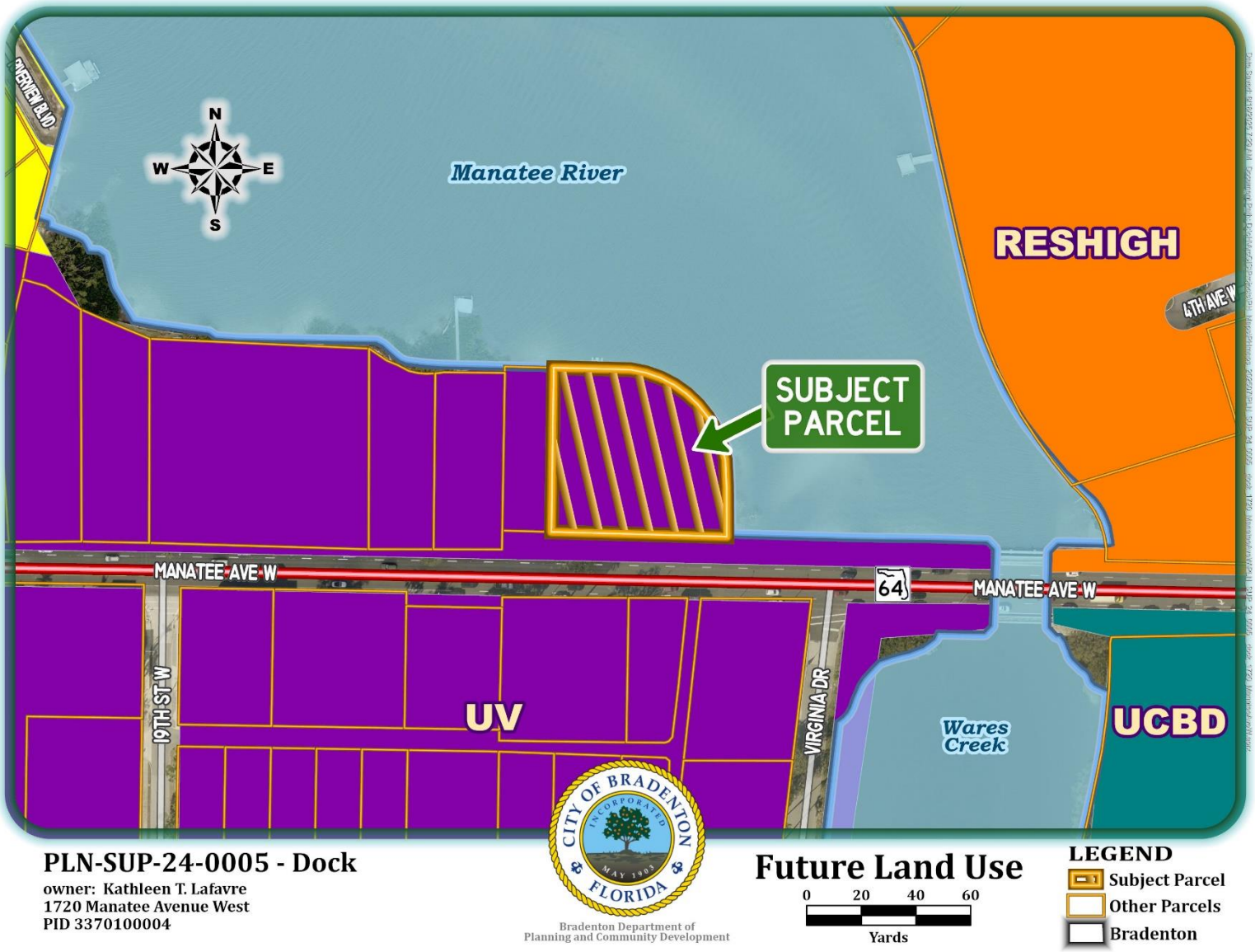


EXHIBIT D
LEGAL DESCRIPTION

DESCRIPTION: (DEED BOOK 275. PAGE 325)
THAT CERTAIN PIECE, PARCEL OR, TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF BRADENTON, COUNTY OF MANATEE AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE LEE S. DAY PROPERTY, WHICH PROPERTY IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, RUN THENCE NORTH TO THE BANK OF WARE'S CREEK (WHICH SAID LINE RUNS UNDER A WINDMILL LOCATED PARTLY ON THE LAND HEREINAFTER DESCRIBED AND PARTLY ON THE LAND JUST WEST THEREOF); THENCE EASTERLY AND SOUTHERLY ALONG THE BANK OF SAID CREEK TO ITS INTERSECTION WITH MANATEE AVENUE, THENCE WEST TO THE POINT OF BEGINNING; EXCEPTING FROM THE PROPERTY ABOVE DESCRIBED THE WEST FIFTY-FOUR (54) FEET THEREOF.
TOGETHER WITH ALL RIPARIAN RIGHTS AND WATER PRIVILEGES TO THE CENTER OF THE CHANNEL OF SAID WARE'S CREEK. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE S.W. CORNER OF THE N.W: 1/4 OF THE S.W. 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST. RUN N 00° 51' 46" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 38.35 FEET TO THE NORTH RIGHT OF WAY LINE OF MANATEE AVENUE: THENCE S 88° 54' 04" E. A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING: THENCE S 88° 54' 04" 2. CONTINUING ALONG NORTH RIGHT OF WAY LINE, A DISTANCE OF 192.35 FEET; THENCE N 00° 49' 01" E. ALONG THE BANK OF WARES CREEK, A DISTANCE OF 76.60 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BANK OF WARES CREEK, A DISTANCE OF 256 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE LYING S 00° 51' 45" E. FROM THE POINT OF BEGINNING; THENCE S 00° 51' 45" , ALONG SAID LINE, A DISTANCE OF 193.45 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST. CONTAINING 0.78 ACRES, MORE OR LESS.

EXHIBIT E
SURVEY

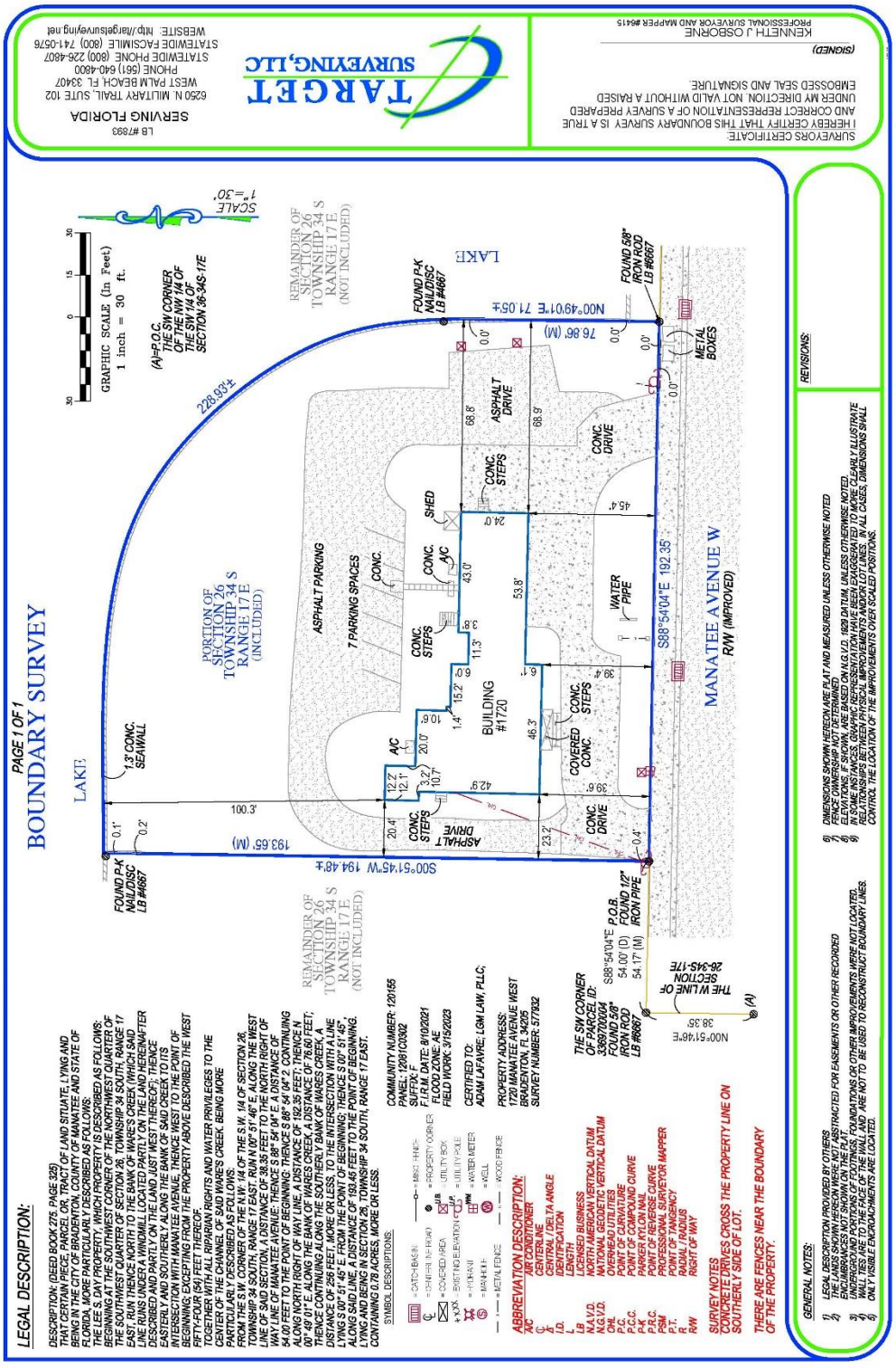
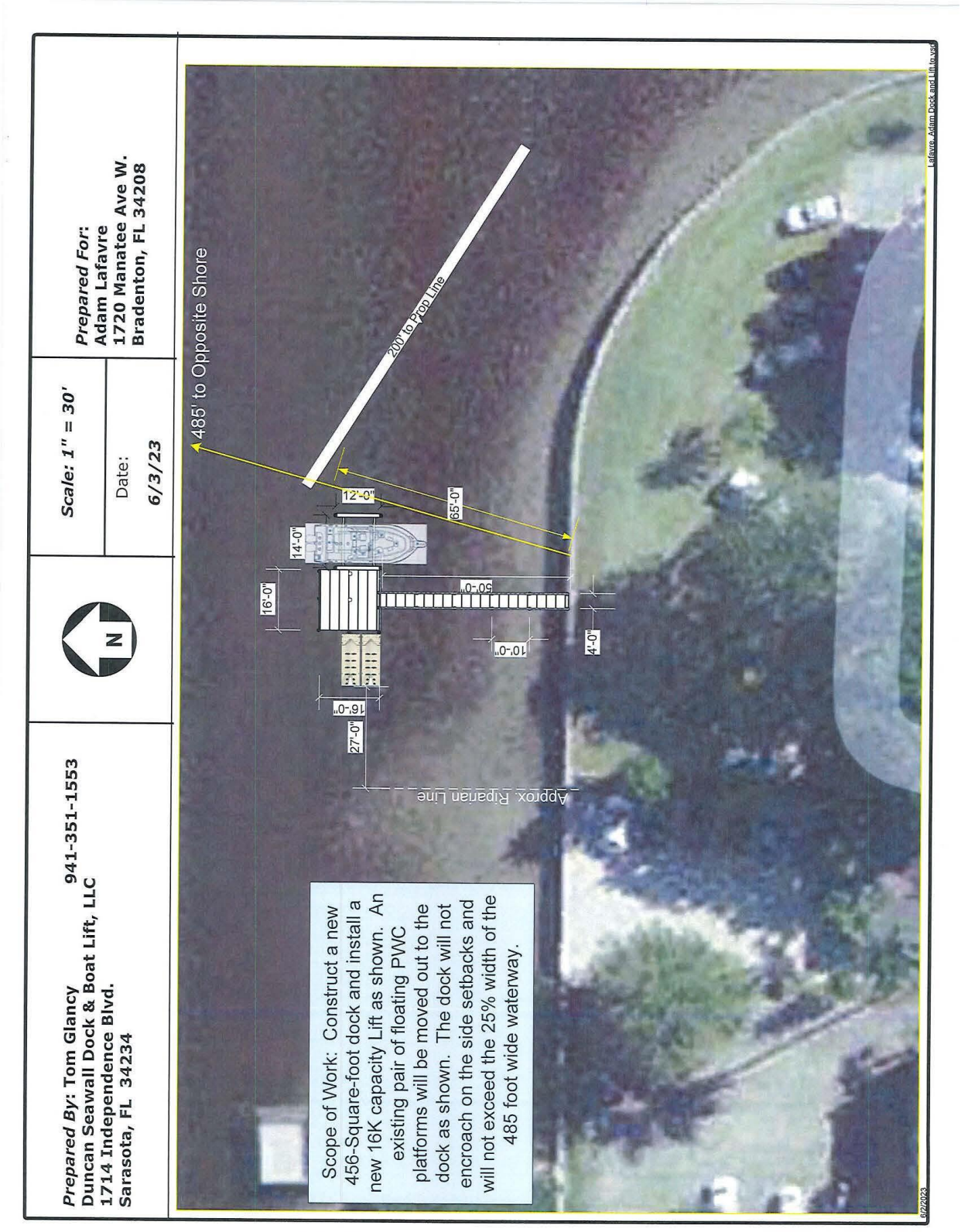


EXHIBIT F
Proposed Scope of Work



PLN-SUP-24-0005 - Request for Dock at 1720 Manatee Ave W

A notice was added to this record on 2024-12-18.
Condition: Change of use without permit Severity: Notice
Total conditions: 1 (Notice: 1)

View notice

Menu Reports Help

File Date: 11/21/2024

Application Status: New

Assigned To:

Application Name: Request for Dock at 1720 Manatee Ave W

Application Detail: Detail

Scope of Work: Would like to put a small view dock on the water, similar to all the neighbors

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 1720 MANATEE Ave W, BRADENTON, FL 34205

Owner Name: LAFAVRE KATHLEEN T

Owner Address: 1717 79TH CT W, BRADENTON, FL 34209

Parcel No: 3370100004

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
Adam LaFavre	Global Impact R...	Applicant	Active
Adam LaFavre	Global Impact R...	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
3.3.3 Dock	small entertainment venue

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf			
Case Manager				
Building Review				
Public Works Review				
Planning Review				
Fire Review				
Other Reviews				
Review Consolidation				
DRC				
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By
Change of use without ...		Applied	11/07/2024	Notice	

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Adam and Kathleen LaFavre
1720. Manatee Ave W
Bradenton, Fl 34205

To whom it may concern:

We are asking for a Dock Request to have our property 1720 Manatee Ave W, Bradenton, which is currently zoned Urban Village to rezone this property or by administrative decision usage allowing us to put up a dock as the submitted rendering show.

We currently believe that we are one of the only properties on this side of the river that does not have dock privileges.

Thank you for your consideration.

Adam and Kathleen La

Dock Proposal for 1720 Manatee Ave West

#1- This would be on private property in a controlled setting, thus eliminating the following concerns of pedestrians and automobiles. There is adequate parking for the current tenants of the property.

#2- The following items of concerns in this question would not apply to this project, because again this is a private property and the dock would not add to these concerns. All adjoining properties in this area have docks.

#3- We see no impact or effect on surrounding properties, as they all currently have dock similar to what we are proposing.

#4- Full utilities are already in place on the seawall and it is more than adequate to serve the dock.

#5- Not applicable as stated above as all surrounding properties have docks. No buffering would be needed

#6- There would be no signs or excessive lighting other than a few low voltage dock lights to light path for safety.

#7- This dock would only have a positive effect on our property and surrounding properties if increased value.

#8- Large enough land space and the building is set back far enough from water. This property is laid out perfectly for a Dock

#9- Not applicable, as it would be a normal structured dock same as surrounding properties

#10- Not applicable, viewing dock on private property

#11- We believe this will be in alignment with the City of Bradenton Comprehensive plan.

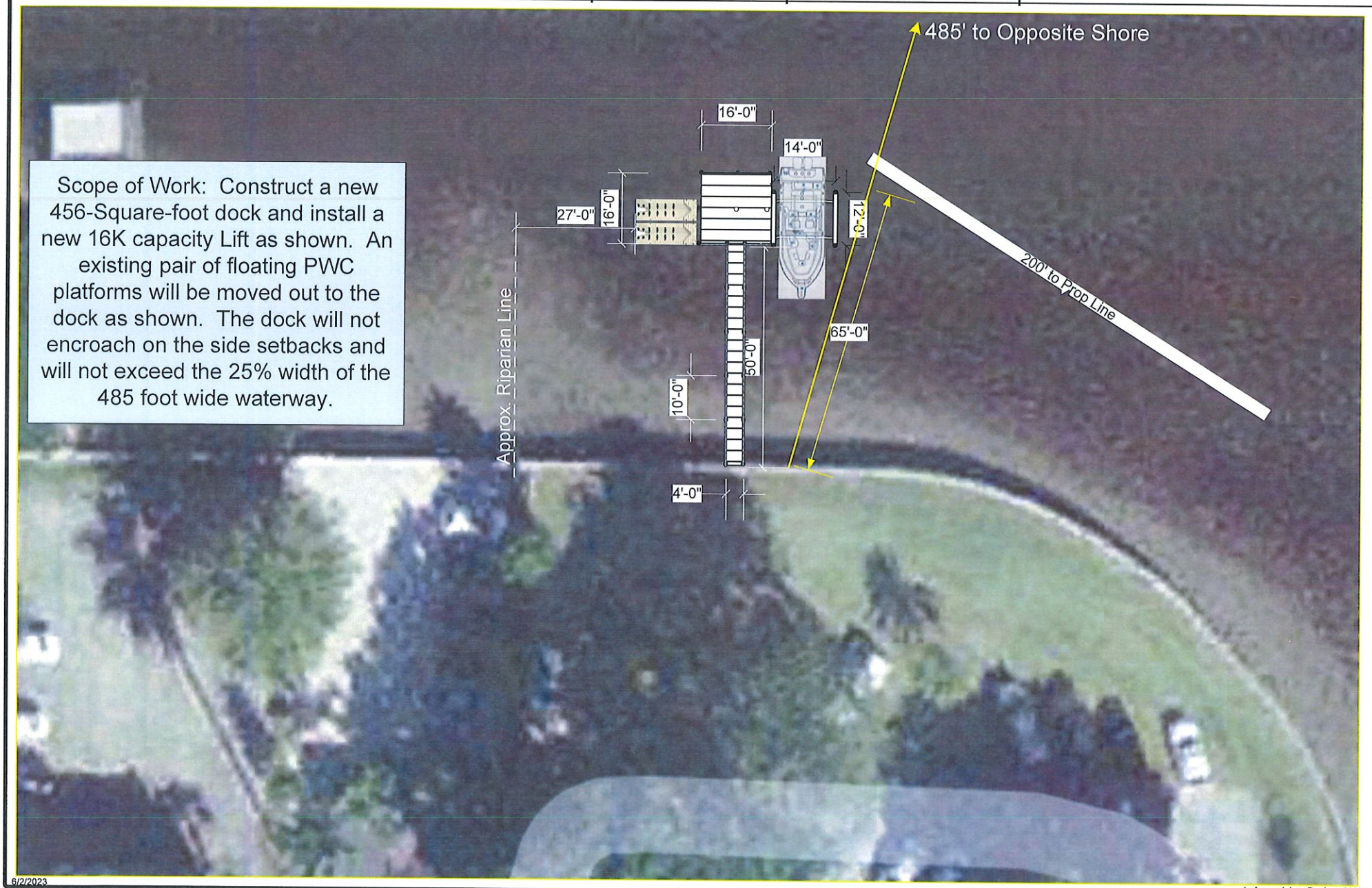
***Prepared By*: Tom Glancy 941-351-1553**
Duncan Seawall Dock & Boat Lift, LLC
1714 Independence Blvd.
Sarasota, FL 34234

Scale: 1" = 30'

Date:

6/3/23

***Prepared For*:**
Adam Lafavre
1720 Manatee Ave W.
Bradenton, FL 34208



Scope of Work: Construct a new 456-Square-foot dock and install a new 16K capacity Lift as shown. An existing pair of floating PWC platforms will be moved out to the dock as shown. The dock will not encroach on the side setbacks and will not exceed the 25% width of the 485 foot wide waterway.

PAGE 1 OF 1

BOUNDARY SURVEY

LEGAL DESCRIPTION:

DESCRIPTION: (DEED BOOK 275. PAGE 325)
THAT CERTAIN PIECE, PARCEL OR, TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF BRADENTON, COUNTY OF MANATEE AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE LEE S. DAY PROPERTY, WHICH PROPERTY IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, RUN THENCE NORTH TO THE BANK OF WARE'S CREEK (WHICH SAID LINE RUNS UNDER A WINDMILL LOCATED PARTLY ON THE LAND HEREINAFTER DESCRIBED AND PARTLY ON THE LAND JUST WEST THEREOF); THENCE EASTERLY AND SOUTHERLY ALONG THE BANK OF SAID CREEK TO ITS INTERSECTION WITH MANATEE AVENUE, THENCE WEST TO THE POINT OF BEGINNING; EXCEPTING FROM THE PROPERTY ABOVE DESCRIBED THE WEST FIFTY-FOUR (54) FEET THEREOF.
TOGETHER WITH ALL RIPARIAN RIGHTS AND WATER PRIVILEGES TO THE CENTER OF THE CHANNEL OF SAID WARE'S CREEK. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE S.W. CORNER OF THE N.W: 1/4 OF THE S.W. 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST. RUN N 00° 51' 46" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 38.35 FEET TO THE NORTH RIGHT OF WAY LINE OF MANATEE AVENUE: THENCE S 88° 54' 04" E. A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING: THENCE S 88° 54' 04" 2. CONTINUING ALONG NORTH RIGHT OF WAY LINE, A DISTANCE OF 192.35 FEET; THENCE N 00° 49' 01" E. ALONG THE BANK OF WARES CREEK, A DISTANCE OF 76.60 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BANK OF WARES CREEK, A DISTANCE OF 256 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE LYING S 00° 51' 45" E. FROM THE POINT OF BEGINNING; THENCE S 00° 51' 45", ALONG SAID LINE, A DISTANCE OF 193.45 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST. CONTAINING 0.78 ACRES, MORE OR LESS.

SYMBOL DESCRIPTIONS:

- = CATCH BASIN
- = CENTERLINE ROAD
- = COVERED AREA
- = EXISTING ELEVATION
- = HYDRANT
- = MANHOLE
- = METAL FENCE
- = MISC. FENCE
- = PROPERTY CORNER
- = UTILITY BOX
- = UTILITY POLE
- = WATER METER
- = WELL
- = WOOD FENCE

COMMUNITY NUMBER: 120155
PANEL: 12081C0302
SUFFIX: F
F.I.R.M. DATE: 8/10/2021
FLOOD ZONE: AE
FIELD WORK: 3/15/2023

CERTIFIED TO:
ADAM LAFAVRE; LGM LAW, PLLC;

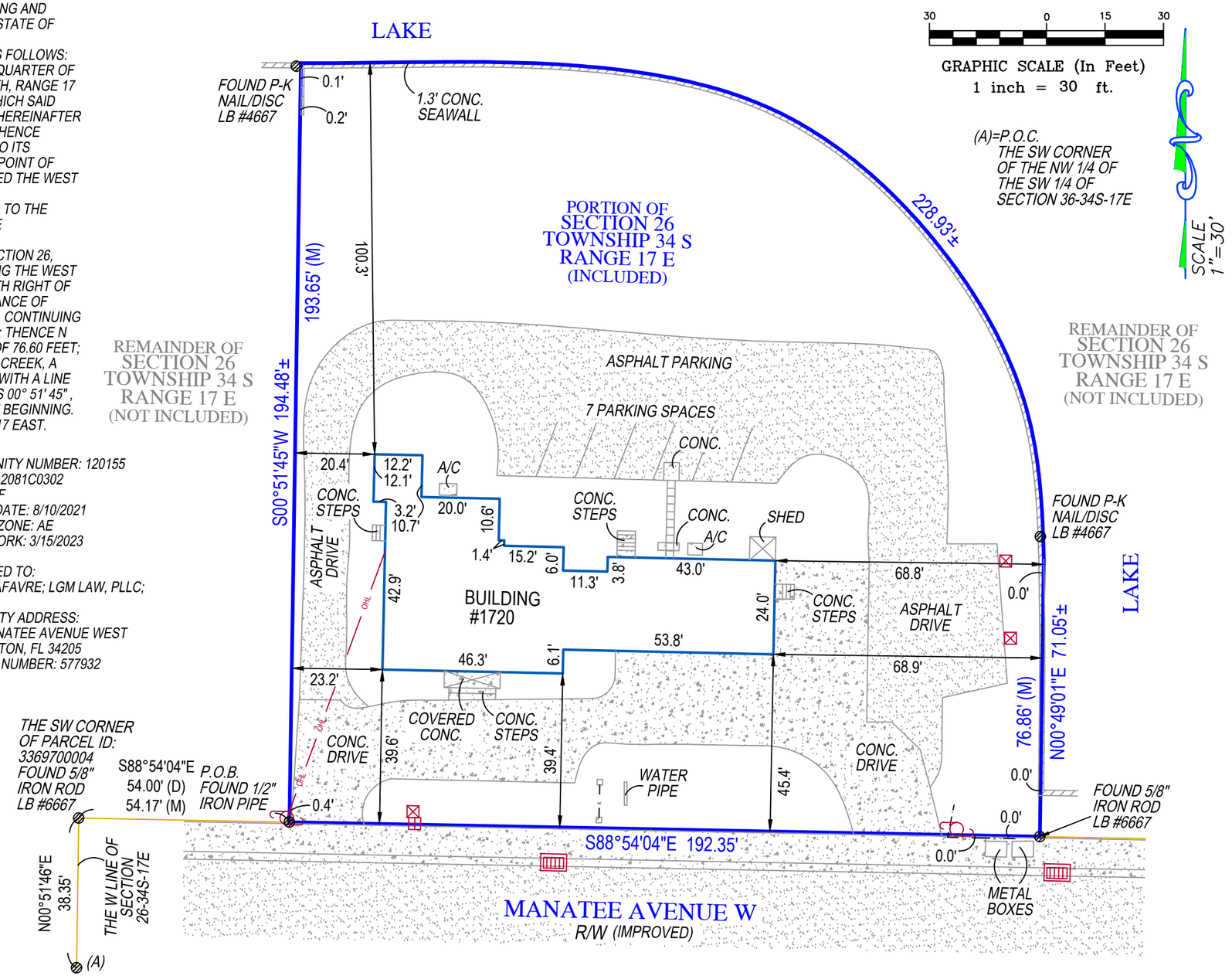
PROPERTY ADDRESS:
1720 MANATEE AVENUE WEST
BRADENTON, FL 34205
SURVEY NUMBER: 577932

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
℄	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

SURVEY NOTES
CONCRETE DRIVES CROSS THE PROPERTY LINE ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.



LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS ARE LOCATED.
6) DIMENSIONS SHOWN HEREON ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED
7) FENCE OWNERSHIP NOT DETERMINED
8) ELEVATIONS, IF SHOWN, ARE BASED ON N.G.V.D. 1929 DATUM, UNLESS OTHERWISE NOTED.
9) IN SOME INSTANCES, GRAPHIC REPRESENTATION HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS:

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: 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.

SUGGESTED ACTION:
Motion to approve Ordinance 4035, Case CP.24.0363.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a request for text amendments to the Comprehensive Plan. These requests are directly related to the regulation of properties within the Coastal High Hazard Area (CHHA) and will allow Comprehensive Plan amendments that will allow for the increase in density in the CHHA, consistent with State Statutes.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Ordinance 4035.

ATTACHMENTS:
Ordinance 4035
Staff Report
State Agency Response
Application
Examples of Coastal High Hazard Area Regulations from Applicant
Planning Commission Minutes
Letters of Opposition Prior to Second Reading
Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

ORDINANCE NO. 4035

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.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission

as the Local Planning Agency (the "LPA") for the City of Bradenton; and

WHEREAS, Presbyterian Retirement Communities, Inc. (the "Applicant") owns the property located at 1700 3rd Ave W., Bradenton, Florida, 34205 (the "Property") and various other parcels surrounding the Property; and

WHEREAS, Stantec Consulting Services Inc., Agent for the Applicant, initiated the subject petition to amend the Comprehensive Plan, to revise policies and objectives regarding coastal development, as described further herein, ("Amendment"); and

WHEREAS, the LPA and the City Council have in the preparation of the Amendment to the City's Comprehensive Plan performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, work-shops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on January 15, 2025, to consider the proposed Amendment; and

WHEREAS, the LPA, having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held its first of two required public hearings on February 12, 2025, and approved the Amendment for transmittal to applicable reviewing agencies; and

WHEREAS, based on the matters of record received by the City Council at the required public hearings held on February 12, 2025 and August 13, 2025 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance.

2. The City Council hereby adopts the following amendments to the City of Bradenton Comprehensive Plan as detailed below:

- The Future Land Use Element of the Comprehensive Plan, Objective 1.5.2 is hereby amended to read as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

- The Coastal Management and Conservation Element of the Comprehensive Plan, Objective 5.3, Policy 5.3.1, and Policy 5.3.2 are hereby amended to read as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

- The Coastal Management and Conservation Element of the Comprehensive Plan, is hereby amended to add Policy 5.3.1.1 and Policy 5.3.1.2 as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

- The Coastal Management and Conservation Element of the Comprehensive Plan, Policy 6.2.1 and Policy 6.2.5, are hereby amended to read as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST, 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

LEGAL NOTE

I hereby certify that I have approved the form of this Ordinance No. 4036.

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission:	January 15, 2025
City Council First Reading/Transmittal Hearing:	February 12, 2025
City Council Second Reading/Adoption Hearing:	August 13, 2025

Exhibit "A"

Future Land Use Element

Goals Objectives and Policies

Objective 1.5.2 Hurricane Evacuation Zone

- *The City shall only consider ~~deny~~ requests for increases in gross density ~~if the~~ for property ~~is~~ located in the Coastal High Hazard Areas (CHHA) if the request demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element. Construction of public facilities in coastal high hazard areas will be in furtherance of one or more of the following: downtown revitalization, efficiencies in the provision of service, or service to existing populations.*

* * *

Coastal Management and Conservation Element

Goals Objectives and Policies

Objective 5.3 Coastal Area Development

Development in Coastal High Hazard Areas - The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA). The City shall endeavor to protect the safety of residents by ensuring that all new development within the CHHA is compliant with Florida Statutes Section 163.3178(8)(a).

~~Severely limit development in low-lying coastal areas.~~

Policy 5.3.1 Coastal High Hazard Area

A Coastal High-Hazard area (CHHA) shall be established through the Land Development Regulations to include the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges (SLOSH) computerized storm model. ~~The City council shall deny FLUM applications that increase density in the CHHA~~.

Policy 5.3.1.1 *Comprehensive plan amendments within the CHHA shall meet one of the criteria established in Section 163.3178(8)(a), F.S.*

Policy 5.3.1.2 *Comprehensive Plan Amendments within the CHHA which would increase the maximum allowable density for the subject property shall be subject to a Development Agreement with the City which shall include, at a minimum, a binding conceptual site plan and any required mitigation plan for hurricane evacuation, consistent with Section 163.3178(8)(a), F.S.. The Development Agreement shall be approved by the City Council prior to or concurrent with the adoption of the proposed map amendment.*

Policy 5.3.2 Conservation Zone

Establish a conservation zone including all conservation lands as shown on the Future Land Use Map and all undeveloped areas below the 2-foot contour line and prohibit construction of buildings, roadways, and parking areas in that zone except to provide shoreline access points as determined necessary or of overriding public interest by City Council. This policy shall not prohibit the consideration of comprehensive plan amendments under Policy 5.3.1 or limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380 or who has been issued a final local development order and development has commenced and is continuing in good faith.

* * *

Objective 6.2 Protect Population and Investment

Policy 6.2.1 Coastal Density and Intensity

The City shall only consider requests for increases in gross density for property located in the Coastal High Hazard Areas (CHHA) if the request demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element.

~~*The City shall deny applications to increase the density in the CHHA and limit non-residential development below the 2-foot contour line to water dependent uses.*~~

Policy 6.2.5 Priority Hurricane Evacuation Zones

Discourage the location of high density residential projects, public housing, housing for the elderly, mobile homes and group homes in high priority hurricane evacuation zones unless the project demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element and results in resilient, FEMA compliant development. ~~*through the Land Use Development Regulations*~~*.*

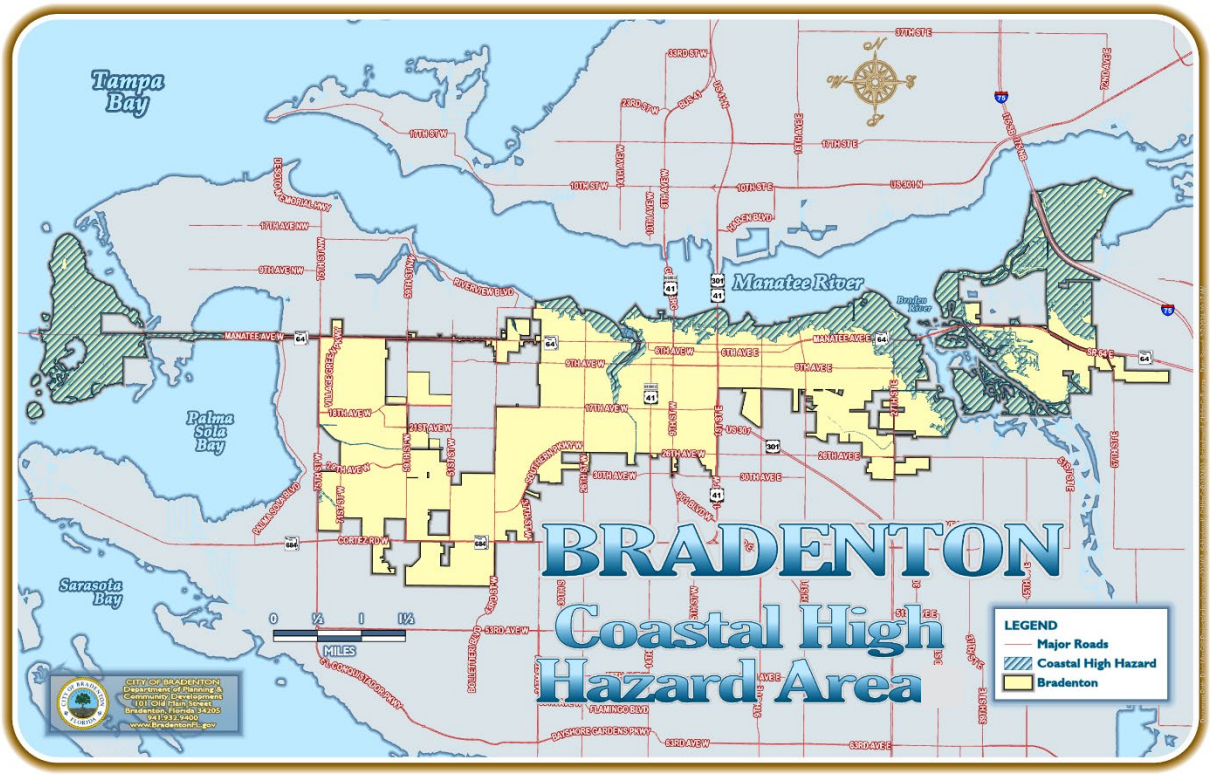
City of Bradenton
Planning and Community Development Department
City Council Second Reading and Public Hearing
August 13, 2025

Staff Report

Case Number: CP.24.0363
Applicant: Katie LaBarr, Stantec Consulting Services Inc., Agent for Presbyterian Retirement Communities

SUMMARY OF REQUEST

The applicant has submitted a request for text amendments to the Comprehensive Plan. These requests are directly related to the regulation of properties within the Coastal High Hazard Area (CHHA). While particular parcels are called out on the application, the text of the Comprehensive Plan is applicable to the entire City. If approved after review by Planning Commission, applicable state agencies, and City Council, the proposed amendments will impact over 4,000 parcels within the city, representing approximately 28% of the city's total land area. The map below shows the Coastal High Hazard Area, crosshatched in blue-green.



The proposed amendment includes portions of the Future Land Use Element and the Coastal Management and Conservation Element of the Comprehensive Plan. Staff responded to the request with modifications, keeping in mind the general principles of: limiting investment in high risk areas while maintaining property rights; securing the safety of its residents by insuring evacuation in emergency events; and, allowing for the replacement of nonconforming structures with more resilient construction in flood prone areas.

If adopted, this amendment will allow for the consideration of applications for land use changes that increase the allowable residential density on parcels located in Coastal High Hazard Areas. It would also allow a project to allocate allowable density within the project boundaries including from the upland portion of the project to the adjacent CHHA.

Coastal High Hazard Areas are determined by a model that anticipates storm surge. These areas include areas along rivers that may experience storm surge. The CHHA is generally but not exactly coterminous with Evacuation Zone A. Coastal High Hazard Areas are different from floodplains established by FEMA that may have flooding due to the elevation of the land and structures regardless of the proximity to a water body and not necessarily due to storm surge. This is also different from the Coastal Construction Control Line that limits construction where a property directly abuts the Gulf of Mexico and the Atlantic Ocean.

In the original iterations of the States growth management legislation the CHHA's, limited density due to concerns about the ability to evacuate an area in a major storm event. Evacuation times can be more severely impacted by location and the transportation structure of a community when located on barrier islands where CHHA's are prevalent. State Statutes currently provide review standards for comprehensive plan amendments aimed at maintaining evacuation level of service standards.

Staff felt it was important that in addition to meeting the Statutory requirements relative to CHHA's, there should also be a commitment to the City through a development agreement insuring that developments will follow the standards agreed to at the time the increase in density is approved, including the allocation of units and consistency with the Statutes.

COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT

Objective 1.5.2 Hurricane Evacuation Zone currently reads:

"The City shall deny requests for increases in gross density if the property is located in the Coastal High Hazard Area (CHHA). Construction of public facilities in coastal high hazard areas will be in furtherance of one or more of the following: downtown revitalization, efficiencies in the provision of service, or service to existing populations."

The following changes are proposed:

"The City shall only consider ~~deny~~ requests for increases in gross density ~~if the~~ for property ~~is~~ located in the Coastal High Hazard Areas (CHHA) if the request demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element. Construction of public facilities in coastal high hazard areas will be in furtherance of one or more of the following: downtown revitalization, efficiencies in the provision of service, or service to existing populations."

COMPREHENSIVE PLAN COASTAL MANAGEMENT AND CONSERVATION ELEMENT

Objective 5.3 Coastal Area Development currently reads:

"Severely limit development in low-lying coastal areas.

Policy 5.3.1 Coastal High Hazard Area

A Coastal High-Hazard area (CHHA) shall be established through the Land Development Regulations to include the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges (SLOSH) computerized storm model. The City council shall deny FLUM applications that increase density in the CHHA.

Policy 5.3.2 Conservation Zone

Establish a conservation zone including all conservation lands as shown on the Future Land Use Map and all undeveloped areas below the 2-foot contour line and prohibit construction of buildings, roadways, and parking areas in that zone except to provide shoreline access points as determined necessary or of overriding public interest by City Council. This policy shall not limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380 or who has been issued a final local

development order and development has commenced and is continuing in good faith.

Policy 5.3.3 Land Filling - Coastal Areas

Prohibit the filling of coastal areas below the 2-foot contour line except in cases where the DEP or SWFWMD has issued a permit to fill and donate to a mitigation bank.

Policy 5.3.4 Funding Priority

The City Council shall establish a lower priority for the funding of public infrastructure with the CHHA as compared to non-CHHA areas, except as follows:

4. Where expenditures are necessary to:
a. Alleviate dangerously overcrowded or otherwise hazardous roads:
b. Replace or construct wastewater or potable water facilities;
c. Alleviate or prevent potential violations or potable water quality standards, or water quality standards applicable to surface waters; or
d. Construct recreational facilities to coastal sites.

For the purpose of determining dwelling unit density in coastal areas, residential or non-residential developments may transfer density to upland portions of the same project site. Such transfers from the coastal area shall be limited to acreages less than or equal to 20% of total gross project acreage. Any such development transfer is subject to project approval through the site plan process, as determined necessary or of overriding pubic interest by the City Council."

The following changes are proposed:

"Objective 5.3 Coastal Area Development

Development in Coastal High Hazard Areas - The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA). The City shall endeavor to protect the safety of residents by ensuring that all new development within the CHHA is compliant with

Florida Statutes Section 163.3178(8)(a).

~~*Severely limit development in low-lying coastal areas.*~~

Policy 5.3.1 Coastal High Hazard Area
A Coastal High-Hazard area (CHHA) shall be established through the Land Development Regulations to include the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges (SLOSH) computerized storm model. ~~*The City council shall deny FLUM applications that increase density in the CHHA.*~~

Policy 5.3.1.1 *Comprehensive plan amendments within the CHHA shall meet one of the criteria established in Section 163.3178(8)(a), F.S.*

Policy 5.3.1.2 *Comprehensive Plan Amendments within the CHHA which would increase the maximum allowable density for the subject property shall be subject to a Development Agreement with the City which shall include, at a minimum, a binding conceptual site plan and any required mitigation plan for hurricane evacuation, consistent with Section 163.3178(8)(a), F.S.. The Development Agreement shall be approved by the City Council prior to or concurrent with the adoption of the proposed map amendment.*

Policy 5.3.2 Conservation Zone

Establish a conservation zone including all conservation lands as shown on the Future Land Use Map and all undeveloped areas below the 2-foot contour line and prohibit construction of buildings, roadways, and parking areas in that zone except to provide shoreline access points as determined necessary or of overriding public interest by City Council. This policy shall not prohibit the consideration of comprehensive plan amendments under Policy 5.3.1 or limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to Chapter 380 or who has been issued a final local development order and development has commenced and is continuing in good faith."

Policies 6.2.1 and 6.2.5 currently read as follows:

Policy 6.2.1 Coastal Density and Intensity
The City shall deny applications to increase the density in the CHHA and limit non-residential development below the 2-foot contour line to water dependent uses.

Policy 6.2.5 Priority Hurricane Evacuation Zones
Discourage the location of high density residential projects, public housing, housing for the elderly, mobile homes and group homes in high priority hurricane evacuation zones through the Land Use Development Regulations.

The following changes are proposed:

Policy 6.2.1 Coastal Density and Intensity
The City shall only consider requests for increases in gross density for property located in the Coastal High Hazard Areas (CHHA) if the request demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element.

~~*The City shall deny applications to increase the density in the CHHA and limit non-residential development below the 2-foot contour line to water dependent uses.*~~

* * *

Policy 6.2.5 Priority Hurricane Evacuation Zones
Discourage the location of high density residential projects, public housing, housing for the elderly, mobile homes and group homes in high priority hurricane evacuation zones unless the project demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element and results in resilient, FEMA compliant development. ~~*through the Land Use Development Regulations.*~~

ANALYSIS

The applicant is requesting these changes to support redevelopment to the northwest of downtown Bradenton, as shown by the following map:



Florida Statutes Section 163.3178(8) addresses how "proposed comprehensive plan amendments shall be found in compliance with state coastal high-hazard provisions". It is not prescriptive for how local governments must structure local provisions. The Statute does not seem to indicate that local governments cannot apply a stricter standard for comprehensive plan amendments. The "definition of Coastal High Hazard Area" matches a portion of the Bradenton Comprehensive Plan. The criteria for compliance with state coastal high-hazard provisions requires that the following criteria be met for development within a coastal high hazard area:

"1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or

2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. Local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map."

Staff has been and remains concerned about the amendments to the Comprehensive Plan and the potential increase in density in Coastal High Hazard Areas. The primary issue is that, while the amendment was proposed with a particular property in mind, changes to the governing policies regarding the CHHA potentially impact 28% of the City's jurisdiction. In response to these concerns, staff has proposed changes to the amendments in order to maintain consistency with the Plan and State Statutes. A requirement for a development agreement is proposed to ensure that City Council will have the opportunity to review each project for consistency with Statutes, the City's Comprehensive Plan and basic public safety issues.

Should City Council determine to pass this amendment on First Reading, it will be transmitted to the State for review. Should the State have no objection, the amendment will return for adoption at Second Reading.

Recommendation

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.

Respectfully submitted,



Jamie Schindewolf, Senior Planner

And



Robin D. Singer, Planning and Community Development Director

March 17, 2025

The Honorable Gene Brown
Mayor, City of Bradenton
Bradenton City Hall
101 Old Main Street
Bradenton, Florida 34205

Dear Mayor Brown,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Bradenton (Amendment No. 25-01ESR) received on February 21, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email at matt.preston@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mp

Enclosure(s): Procedures for Adoption

cc: Robin Singer, Planning and Community Development Director, City of Bradenton
Wren Krahl, Executive Director, Tampa Bay Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Outlook

[EXTERNAL] Bradenton 25-01ESR Proposed

From Plan_Review <Plan.Review@dep.state.fl.us>
Date Fri 3/21/2025 5:31 PM
To Robin D. Singer <Robin.Singer@bradentonFL.gov>; DCPexter@commerce.fl.gov <DCPexter@commerce.fl.gov>
Cc Plan_Review <Plan.Review@dep.state.fl.us>

[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.

To: Robin D. Singer, Planning and Community Development Director

Re: Bradenton 25-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Dep Customer Survey

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

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

From: McCaughey, Erica
To: Robin D. Singer
Cc: Suguri, Vitor; Harris, Donna
Subject: [EXTERNAL] Re: City of Bradenton Comprehensive Plan Amendment
Date: Monday, April 7, 2025 9:18:42 AM
Attachments: image004.png
image003.png
Outlook-yysfdkvx.png

You don't often get email from erica.mccaughey@dot.state.fl.us. Learn why this is important

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

Good afternoon Ms. Singer,

FDOT has reviewed the proposed amendment for the City of Bradenton, pursuant to Section 163.3184(3), Florida Statutes. The CPA is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment, and if you have any questions, please do not hesitate to contact me.

Thanks,

Erica McCaughey, M.P.A.
Community Planner
Complete Streets Coordinator
Florida Department of Transportation - District 1
10041 Daniels Parkway
Fort Myers, FL 33913
Cell: 863-270-5878

FDOT PLANNING STUDIO
DISTRICT ONE

From: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Sent: Monday, April 7, 2025 8:50 AM
To: CompPlans@fldoe.org <CompPlans@fldoe.org>; CompliancePermits@DOS.MyFlorida.com <CompliancePermits@DOS.MyFlorida.com>; cara@tbrpc.org <cara@tbrpc.org>; D1-Planning Reviews <D1-PlanningReviews@dot.state.fl.us>; Nicole Knapp <nicole.knapp@mymanatee.org>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; ComprehensivePlans@Commerce.fl.gov <ComprehensivePlans@Commerce.fl.gov>
Subject: RE: City of Bradenton Comprehensive Plan Amendment

EXTERNAL SENDER: Use caution with links and attachments.

All,

I hope you are doing well.

I am writing to confirm that you do not have comments relative to Bradenton's Comprehensive Plan Amendment 25-01ESR transmitted on February 21, 2025. If you are receiving this email it is because we have not received comments. It may be that a response was caught by security measures if it included an attachment.

If you did have comments that were previously sent or if your agency did not have comments, please respond to this email without attachments and do not "reply all".

Robin D. Singer, AICP

Planning & Community Development Director

(941) 932-9408

(941) 290-9322

101 Old Main Street, Bradenton, FL 34205

Robin.singer@BradentonFL.gov

From: Robin D. Singer
Sent: Friday, February 21, 2025 2:55 PM
To: ComprehensivePlans@Commerce.fl.gov; CompPlans@fldoe.org; Plan.Review@dep.state.fl.us; CompliancePermits@DOS.MyFlorida.com; cara@tbrpc.org; James.Golden@watermatters.org; D1-PlanningReviews@dot.state.fl.us; Nicole Knapp <nicole.knapp@mymanatee.org>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; Gene Brown <gene.brown@bradentonfl.gov>
Subject: City of Bradenton Comprehensive Plan Amendment

To All Concerned,

Please accept the attached package materials for a Comprehensive Plan Amendment for the City of Bradenton Florida. These materials and transmittal letter will be uploaded to the State portal and, for those agencies that did not list a preference for emailed submissions, a hard copy is also being mailed to you.

This amendment addresses the City of Bradenton's future consideration of Future Land Use Map amendments that may increase density in the Coastal High Hazard Area, consistent with Florida Statute 163.3178(8)(a).

If you have any questions concerning this amendment package, please contact me at this email or the phone number and address listed below. You may also contact Assistant Planning and Community Development Director, Greg DeLong at greg.delong@bradentonfl.gov.

Thank you in advance for your consideration of this amendment package.

Robin D. Singer, AICP

Planning & Community Development Director

(941) 932-9408

(941) 290-9322

101 Old Main Street, Bradenton, FL 34205

Robin.singer@BradentonFL.gov

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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michelle Williamson
Chair, Hillsborough
John Mitten
Vice Chair, Hernando, Marion
Jack Bispham
Secretary, Manatee
Ashley Bell Barnett
Treasurer, Polk
Ed Armstrong
Former Chair, Pinellas
Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter
Josh Gamblin
DeSoto, Hardee, Highlands
John Hall
Polk
James Holton
Pinellas
Dustin Rowland
Pasco
Robert Stern
Hillsborough
Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

March 12, 2025

Ms. Robin D. Singer, Director
Planning and Community Development
City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7865

Subject: **Bradenton 25-1ESR**

Dear Ms. Singer:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment package which includes text amendments identified as Ordinance 4025. We offer the following technical assistance comment for consideration.

Regional Water Supply

1. Section 163.3177(6)(c)4, F.S., requires that local governments update their Ten-Year Water Supply Facility Work Plans (Work Plans) within 18 months of the local water management district's approval of its Regional Water Supply Plan (RWSP). The District last updated its RWSP in November of 2020; however, we still have not received the City's Work Plan update. District staff is available to provide technical assistance in this effort.

Floodplains and Floodprone Areas/Wetlands and Other Surface Waters

2. No comments.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG
cc: Barbara Powell, DOC
Lindsay Weaver, DEP
Bruno Kapacinskas, SWFWMD

From: Cara W Serra
To: Robin D. Singer
Subject: [EXTERNAL] Re: City of Bradenton Comprehensive Plan Amendment
Date: Monday, April 7, 2025 8:51:55 AM
Attachments: image004.png
image003.png
Outlook-4epo2ufz.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.

No comments.

Cara Woods Serra, AICP, CFM
Director of Resiliency
P: 727.570.5151 x28 | tbrpc.org

TBRPC
TAMPA BAY REGIONAL PLANNING COUNCIL

Join me at the Summit & Future of the Region Awards!

From: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Sent: Monday, April 7, 2025 8:50 AM
To: CompPlans@fldoe.org <CompPlans@fldoe.org>; CompliancePermits@DOS.MyFlorida.com <CompliancePermits@DOS.MyFlorida.com>; Cara W Serra <cara@tbrpc.org>; D1-PlanningReviews@dot.state.fl.us <D1-PlanningReviews@dot.state.fl.us>; Nicole Knapp <nicole.knapp@mymanatee.org>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; ComprehensivePlans@Commerce.fl.gov <ComprehensivePlans@Commerce.fl.gov>
Subject: RE: City of Bradenton Comprehensive Plan Amendment

CAUTION: Sender of this message is outside of the organization.

All,

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Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Robin D. Singer
Sent: Friday, February 21, 2025 2:55 PM
To: ComprehensivePlans@Commerce.fl.gov; CompPlans@fldoe.org; Plan.Review@dep.state.fl.us; CompliancePermits@DOS.MyFlorida.com; cara@tbrpc.org; James.Golden@watermatters.org; D1-PlanningReviews@dot.state.fl.us; Nicole Knapp <nicole.knapp@mymanatee.org>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; Gene Brown <gene.brown@bradentonfl.gov>
Subject: City of Bradenton Comprehensive Plan Amendment

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This amendment addresses the City of Bradenton's future consideration of Future Land Use Map amendments that may increase density in the Coastal High Hazard Area, consistent with Florida Statute 163.3178(8)(a).

If you have any questions concerning this amendment package, please contact me at this email or the phone number and address listed below. You may also contact Assistant Planning and Community Development Director, Greg DeLong at greg.delong@bradentonfl.gov.

Thank you in advance for your consideration of this amendment package.

Robin D. Singer, AICP
Planning & Community Development Director

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(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

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Stantec

Westminster Point Pleasant

Comprehensive Plan Text Amendment Application

January 2024

Prepared for:

Westminster Communities of Florida

Prepared by:

Stantec Consulting Services Inc.

6920 Professional Parkway

Sarasota, Florida 34240-8414

Letter of Request

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414

January 16, 2024

Project/File: Westminster Point Pleasant / 215617665

Robin Singer, Director
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Reference: Letter of Request – Comprehensive Plan Text Amendment Application

Dear Ms. Singer,

On behalf of our client, Westminster Communities of Florida, we are submitting a Comprehensive Plan text amendment application. The purpose of the application is to amend certain elements of the Comprehensive Plan to ensure consistency with Section 163.3178(8), Florida Statues, regarding development of properties that are located in the Coastal High Hazard Area (CHHA). In support of this submittal, enclosed please find the following:

1. Comprehensive Plan Text Amendment Application;
2. Application Fee of $6,020;
3. Notarized Agent Authorization Form;
4. Proposed Text Amendment in Strikethrough-Underline;
5. Sketch and Description; and
6. Concept Plan.

Westminster Communities has existed as a progressive care community for over 50 years in the City of Bradenton. The community attracts retirees who desire assurances of the continuum of care as they age. It has attracted residents who call downtown home. They are able to walk to nearby churches, coffee shops and restaurants. They can maintain an active lifestyle and enjoy the views of the Manatee River. Existing residential buildings on the campus are nearing the end of their useful life. A long-range redevelopment program envisions development in the CHHA, consistent with Florida Statutes. Building construction methods, coupled with modern finished floor elevations will ensure redevelopment occurs in a resilient manner, promoting the protection of health, safety, and welfare, for the Westminster population.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Regards,

STANTEC CONSULTING SERVICES INC.

Katie LaBarr

Katie LaBarr, AICP
Principal, Community Development
Katie.LaBarr@stantec.com

Comprehensive Plan Text Amendment Application Forms

Comprehensive Plan Map or Text Amendment Application

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

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Owner Address: 80 W LUCERNE CIR, ORLANDO FL 32801 Telephone: 407-839-5050

Name of Agent: Stantec Consulting Services Inc, Katie LaBarr, AICP

Agent Address: 6920 Professional Pkwy, Sarasota, FL 34240 Telephone: 941-907-6900

Owner/Agent Email: katie.labarr@stantec.com

PROPERTY INFORMATION (REQUIRED)

Property Address: several addresses

Parcel ID: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000. Total Acreage: 15.9

Existing Future Land Use: RESHIGH Proposed Future Land Use: UCBD

*click to view city FLU map *click to view city FLU map

(Manatee County Future Land Use information can be obtained by contacting 941-748-4501 or www.mymanatee.org)

CPA

Type of Amendment Requested: [Large Scale (10 acre or more)] Small Scale (9.99 acres or less)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ► Comprehensive Plan Map or Text Amendment Application
- ► Application Fee: *(Tampa Bay Regional Planning Council fee will as be charged, as applicable)*
  - • Large & Small Scale - $6,020*
  - * Tampa Bay Regional Planning Council fee will also be charged (if applicable)
- ► Notarized Agent Authorization Form, if applicable
- ► Letter of Request
- ► Community Impact Report (CIR) (see page 2 for CIR requirements)
- ► Comparison of City and County Comprehensive Plans, if applicable
- ► Property Survey (signed & sealed within the last three years)
- ► One (1) electronic copy in pdf format of Application and all required support materials

SIGNATURE (REQUIRED)

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

Katie Labarr 1-16-2024

Signature of Owner/Applicant Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$6,020**

**Additional TBRPC fees may apply*

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒ X
Incomplete: ☐ _____

APPLICATION #: 240363

CITY STAFF ONLY

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2nd CC READ:

1st CC READ:

PC:

DRC:

Notarized Agent Authorization Form

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

AGENT AUTHORIZATION — REQUIRED

Property Address: Several addresses, see Legal Description attached

I, Presbyterian Retirement Communities, Inc./West, the registered property owner(s) of the above noted property, do hereby authorize

Stephen R. Dye, Esq. & Katie LaBarr, AICP	Dye Harrison Knowles Kirkland, Pratt & DePaola, PLLC St
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.

	80 West Lucerne Cir. Orlando FL 32801
Signature of Owner(s)	Owner(s) Address (if different than property above)
Signature of Agent	1206 Manatee Ave. W. Bradenton, FL 34205/941-748-4411
	Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 16 day of January 2024 produced _____ personally known to me respectively, as identification and who did (did not) take an oath:

Geneen D. Scott
Signature

Geneen D. Scott, Notary Public
Print Name

GENEEN D. SCOTT
Notary Public - State of Florida
My Comm. Expires July 20, 2024
Commission #HH21339

State of Florida
My Commission Expires: 07/20/2024

Stantec

Legal Descriptions (Source: Manatee County Property Appraiser)

Parcel ID: 3346800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SELY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) PI#33466.0000/4

Parcel ID: 3373700008

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Stantec

Description: LOTS 9,10,11,12 & 13, OF E A VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NE1/4 OF SE1/4 & PARTLY IN LOT 4 U S OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE W AS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FT TO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMD PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THE N LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO A C. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), PI#33737.0000/8

Parcel ID: 3373500002

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MIN E 234 FT TO THE N LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SE COR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BDRY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SE COR. (1651/6744) PI#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MIN E 234 FT TO N

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LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH E ON S SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SE COR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF S C UPHAM REC IN DB G P 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; TH E 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLING S 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THE E BY THE W LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THE W BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, PI#33525.0010/9

Parcel ID: 3337900059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF H G H REEDS SUB; TH W BDRY LN OF THE E 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS,

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VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE W1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE W1/2 OF LOT 2 BLK A OF H G H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 P G 806, LESS THE S1/2 OF THE E 90 FT & LESS THE S1/2 OF TH E W 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THEN S 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE S1/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST W AND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE W A DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A

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PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THE N BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THE W LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALG A LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE E1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. PI#33406.0010/9

Parcel ID: 3338800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK C REED SUB PI#33388.0000/0

Parcel ID: 3339000006

Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

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Description: LOT 4 BLK C REED SUB PI#33390.0000/6

Parcel ID: 3339500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE FOLLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THE E LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FT TO NW COR OF LOT 3; TH RUN E 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUN S AND PARALLEL TO THE E LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALG A LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THE W R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THE W R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S 00 DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN 00 SEC W ALG SD LN, A DIST OF 27.92 FT TO THE N R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED

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BUSINESS #6668 MARKING THE N R/W LN SD MANATEE AVE W AT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALG A SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH A C/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH A C/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THE W R/W LN OF 15TH ST W AND 115 FT WLY THEREOF, A DIST OF 330.99 FT TO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) PI #33351.0005/9

Proposed Text Amendment Language

City of Bradenton Comprehensive Plan

Proposed Text Amendment in Strikethrough-Underline

Future Land Use Element

Policy 1.5.2 Hurricane Evacuation Zone

The City shall consider ~~deny~~ requests for increases in gross density if the property is located in the Coastal High Hazard Area (CHHA) and the request includes demonstration of compliance with Policy 5.3.1. Construction of public facilities in coastal high hazard areas will be in furtherance of one or more of the following: downtown revitalization, efficiencies in the provision of service, or service to existing populations.

Coastal Management and Conservation Element

Objective 5.3 Coastal Area Development

Development in Coastal High Hazard Areas - The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA).

Policy 5.3.1: Comprehensive plan amendments within the CHHA must meet one of the criteria established in Section 163.3178(8)(a), F.S.

~~Severely limit development in low-lying coastal areas.~~

~~**Policy 5.3.1 Coastal High Hazard Area**~~

~~A Coastal High-Hazard area (CHHA) shall be established through the Land Development Regulations to include the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges (SLOSH) computerized storm model. The City council shall deny FLUM applications that increase density in the CHHA.~~

Policy 5.3.2 Conservation Zone

Establish a conservation zone including all conservation lands as shown on the Future Land Use Map and all undeveloped areas below the 2-foot contour line and prohibit construction of buildings, roadways, and parking areas in that zone except to provide shoreline access points as determined necessary or of overriding public interest by City Council. This policy shall not limit or modify the rights of any person to comply with Policy 5.3.1, complete any development that has been authorized as a development of regional impact pursuant to Chapter 380 or who has been issued a final local development order and development has commenced and is continuing in good faith.

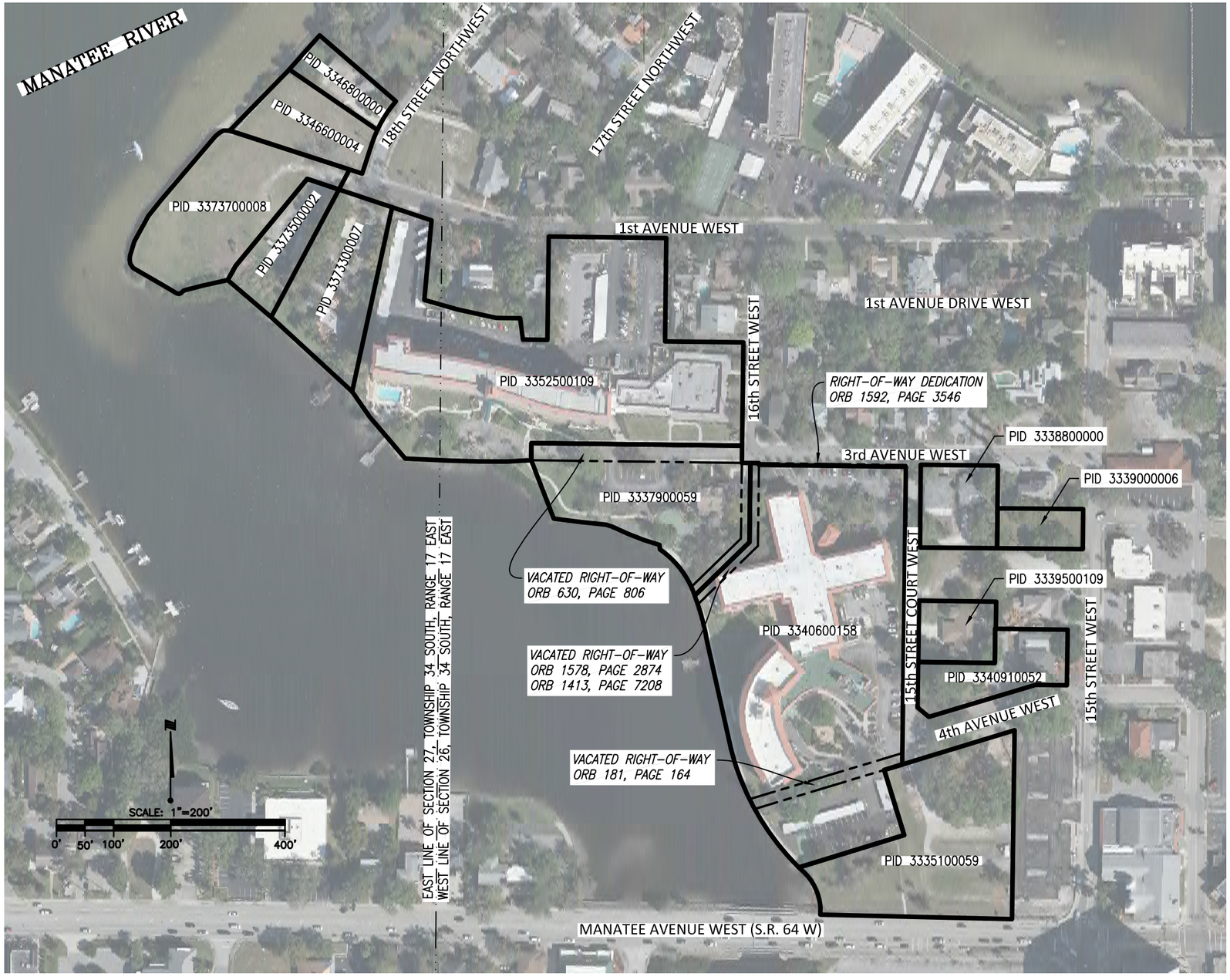
Policy 5.3.4 Funding Priority

The City Council shall establish a lower priority for the funding of public infrastructure with the CHHA as compared to non-CHHA areas, except as follows:

4. Where expenditures are necessary to:
    a. Alleviate dangerously overcrowded or otherwise hazardous roads:
    b. Replace or construct wastewater or potable water facilities;
    c. Alleviate or prevent potential violations or potable water quality standards, or water quality standards applicable to surface waters; or
    d. Construct recreational facilities to coastal sites.

~~For the purpose of determining dwelling unit density in coastal areas, residential or non-residential developments may transfer density to upland portions of the same project site. Such transfers from the coastal area shall be limited to acreages less than or equal to 20% of total gross project acreage. Any such development transfer is subject to project approval through the site plan process, as determined necessary or of overriding pubic interest by the City Council.~~

Sketch and Description



REV NO.	REVISION	DATE	DRAWN BY	EMP. NO.

Jan 26, 2024 – 10:38:23 EDMEJIA|\\Us0227-ppfss01\shared_projects\215617665\survey\drawing\215617665v-spex01.dwg

CLIENT:

ACTIVITY	INITIALS	EMP. NO.	DATE	
DRAWN BY:	EDM		01/26/24	
CHECKED BY:	SE		01/26/24	
COMPUTED BY:	EDM		01/24/24	

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • *Fax* 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

DATE:	HORIZONTAL SCALE:	VERTICAL SCALE:	SEC: TWP: RGE:	FIELD BOOK:	FIELD BOOK PAGE:
01/26/24	1" = 200'	N/A	26&27-34S-17E		

TITLE:

EXHIBIT OF

TRACTS OF LAND LOCATED IN SECTIONS 26 & 27, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

TASK:	PROJECT NO.:	SHEET NUMBER:	DRAWING NUMBER:
	215617665	1 OF	215617665v-spex01

Concept Plan



Stantec

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WESTMINSTER POINT PLEASANT

CONCEPTUAL PLAN

JANUARY 2024

Stantec Consulting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

N

0 500 1,000

2023 Florida Statutes Section 163.3178 Coastal Management

(8)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or

2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. Local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.

Examples of regulatory frameworks in Florida communities allowing increased density in a Coastal High Hazard Area

City of Marco Island:

Conservation and Coastal Management Section

Policy 2.2.1 - Comprehensive plan amendments within the City's Coastal High Hazard Area (CHHA) must meet one of the following criteria in accordance with State statutory requirements in Section 163.3178(8)(a), F.S., as may be amended from time to time.

a. The proposed amendment shall demonstrate that a 16-hour out of county hurricane evacuation time for a category 5 storm event, as measured on the Saffir-Simpson scale, is maintained; or
b. The proposed amendment shall demonstrate that a 12-hour evacuation time to shelter for a category 5 storm event is maintained, and ensure adequate shelter space is available to accommodate the additional residents of the development allowed by the proposed amendment; or
c. The proposed amendment shall provide mitigation to satisfy the provisions of evacuation time and shelter space, which may include payment of money, contribution of land, and/or construction of hurricane shelters and/or transportation facilities. The required mitigation shall be addressed in a binding agreement and shall not exceed the amount required to accommodate the impacts reasonably attributable to the development.

City of Naples

Conservation and Coastal Management Element:

Objective 3: Land uses and population densities shall be coordinated with the City's and Collier County's hurricane evacuation policies and with other relevant plans and policies.

Policy 3-5: Direct new population growth away from known or predicted coastal high hazard areas except for residential development in compliance with the FLUM and as may be further limited by the Code of Ordinances.

Objective 5: Coastal High-Hazard Areas

Policy 5-1: Encourage undeveloped land to be used for preservation of coastal natural areas.

Policy 5-2: Direct new population growth away from known or predicted CHHAs except:

1. Mixed use projects which further economic development and revitalization efforts in the Downtown Mixed Use and Limited Commercial designations; and

2. Residential development in compliance with the FLUM and as further limited by City regulations.

Policy 5-5: Development in the CHHA will be reviewed for significant impacts upon evacuation routes and will require any roadway improvements deemed necessary.

City of Ft. Myers

Future Land Use Element

Action 3.4.5 - The City shall implement measures that require new developments within the entire CHHA of the City of Fort Myers to contribute to the creation of additional public shelters in proportion to the development's identified impacts on Lee County's public shelter space deficit and/or hurricane evacuation clearance times.

Standard 3.4.5.7 - The City shall require when property is conveyed in the Coastal High Hazard Area, the developer must include a disclosure statement in the form of a covenant in the deed, which states that the property is located in the hurricane vulnerability zone, that the hurricane clearance time for the county is high, and that shelter space is limited.

Action 3.4.6 - The City shall ensure that public expenditures within the Coastal High Hazard Area are limited to those expenditures to maintain existing public facilities, and to make such existing public facilities and new private facilities more disaster-resistant, provide or maintain public shoreline access, and restore and protect natural systems.

Standard 3.4.6.2 - The City shall require developers within the CHHA to contribute to a hurricane shelter fund, based upon the formula used by the Lee County Division of Emergency Management for retrofit costs for shelters. This formula shall be re-evaluated on an as needed basis, or if Lee County adjusts its formula.

City of Sarasota

Environmental Protection and Coastal Islands

4.1 Development and Evacuation: The City shall ensure that future development within the Coastal High Hazard Area does not occur in amounts, types, or locations that would cause total evacuation time to exceed those established by the City's Emergency Operations Plan; that is, they shall not exceed more than 16 hours.

City of Bonita Springs

Conservation/Coastal Management

Goal 5: Protection of Life and Property in Coastal High Hazard and Coastal Management Areas. To protect human life and developed property from natural disasters.

Objective 5.1: Development in Coastal High Hazard Areas - The City shall minimize flood risk that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise by directing population concentrations away from the City's coastal high hazard area by limiting new development within the Coastal High Hazard Area (CHHA).

Policy 5.1.1: Comprehensive plan amendments within the CHHA must meet one of the following criteria in accordance with state statutory requirements in Section 163.3178(8)(a), F.S.

a) The proposed amendment shall demonstrate that a 16-hour out of county hurricane evacuation time for a category 5 storm event, as measured on the Saffir-Simpson scale, is maintained; or

b) The proposed amendment shall demonstrate that a 12-hour evacuation time to shelter for a category 5 storm event is maintained, and ensure adequate shelter space is available to accommodate the additional residents of the development allowed by the proposed amendment; or

c)The proposed amendment shall provide mitigation to satisfy the provisions of evacuation time and shelter space as defined in Policy 5.1.1(a) and (b) above. Mitigation may include payment of money, contribution of land, and/or construction of hurricane shelters and/or transportation facilities. The required mitigation shall be addressed in a binding agreement and shall not exceed the amount required to accommodate the impacts reasonably attributable to the development.

City of Miami

Future Land Use Element

Policy LU-6.1.3 - New development and infrastructure in areas modeled to be within the Coastal High Hazard Area or FEMA flood zones are encouraged to use best practices to address sea level rise. (See Coastal Management Policy CM-6.2.2) Such best practices may include, but are not limited to, low impact development, raising existing development and constructing new development above established flood levels, and discouraging new residential development within areas modeled to be inundated by storm surge or sea level rise related flooding.

City of West Palm Beach

Coastal Management Element

Objective 2.2: The City shall continue monitoring permitted population densities in the coastal areas to ensure that evacuation order times established in the Palm Beach County Emergency Management Plan, as amended, are not increased.

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
January 15, 2025

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Michael Neal-Vice Chair, Michael Jones, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Planning and Community Development Assistant Director, Lori Brunner-Planning and Community Development Administrative Assistant.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Motion to approve the December 11, 2024, Meeting Minutes by Commissioner Jones, and seconded by Commissioner Neal. Motion passed unanimously.

Items 5 and 6, Election of Officers and Review of By-Laws, were both postponed.

PUBLIC COMMENT
No speakers came forward to speak on non-agenda items.

Chair Ben Bakker asked if the Commissioners had any ex parte communication with any of the applications on today's agenda. There were none.

AGENDA ITEMS:

1. Resolution 25-03; Case SUP.24.0004
Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; to be located at 406 12th Street West (Parcel ID 3319400002) in the T5 (Urban Center) transect zoning district. Application filed by Robert Allen Woodring (agent) for CBR Holdings, LLC (owner).

Staff: Greg DeLong described the Special Use Case request.

Applicant: Robert Woodring, 406 12th St. W., Bradenton, stated that he is present for the application of a sidewalk café license and that his business has been in business for over 30 years on Old Main Street.

Mr. DeLong went over the proposed request which is consistent with the Land Use Regulations. He discussed the stipulations which were provided to the Board.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Neal seconded. Motion passed unanimously.

2. Resolution 25-02, Case SUP.24.0003
Request for a Special Use Permit to allow for a Club (Reception Center); to be located at 1720 Manatee Avenue West (Parcel ID 3370100004) in the UV (Urban Village) zoning district. Application filed by Adam and Kathleen LaFavre (owners).

Staff: Greg DeLong gave a summary of the Special Use Permit and showed maps, as well as a site location.

Applicant: Adam LaFavre, 1717 79th Ct. W., Bradenton, and Kathleen LaFavre, 1720 Manatee Ave. W., Bradenton, discussed the wedding venue. This will be a 4-to-5-hour venue and they have worked out the parking with the neighboring church, as well as valet parking. This will be primarily on the weekend. Traffic flow was also discussed; signs will be posted due to the location.

Mr. DeLong presented a zoning map and stated that they have been operating without a permit. He stated that there is nothing in the code that represents this type of use. He discussed the parking situation and suggested a stipulation, if approved. He also stated that in their application, there would be no cooking on site; just catering, and alcohol will be sold and served with the proper permit. This was also brought before the Development Review Committee and the Building Department is requesting a change of occupancy, due to the current classification. The Fire Department stated that one of the doors needs to be changed to an egress for exiting. The Police Department stated some concerns about the parking. The Comprehensive Plan design was discussed. Staff recommends stipulations. Mr. DeLong also mentioned the email that was sent to Robin Singer from Fred Longhi which was included in the meeting packet.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Mr. LaFavre stated that he has no objection to the stipulations suggested.

Motion: Commissioner Green motioned to approve with the stipulations, and Commissioner Jones seconded. Motion passed unanimously.

3. Ordinance 4035, Case CP.24.0363
An Ordinance of the City of Bradenton, Florida, amending objective 1.5.2

of the Future Land Use Element of the City's Comprehensive Plan and amending Objective 5.3, Policy 5.3.1, Policy 5.3.2, Policy 6.2.1 and Policy 6.2.5 of the Coastal Management and Conservation Element of the City's Comprehensive Plan, and adding Policy 5.3.1.1 and Policy 5.3.1.2 to the Coastal Management and Conservation Element of the City's Comprehensive Plan; providing for applicability; providing for severability; and providing for an effective date.

Staff: Robin Singer introduced the ordinance which is modifying the Comprehensive Plan to allow for map amendments allowing for additional density within the coastal high hazard area.

Applicant: Katie LaBarr, Stantec, 6920 Professional Parkway, Sarasota, on behalf of Westminster. Ms. LaBarr introduced Jim Palaski, Senior Vice President of Westminster, and Chris Wickburg, Vice President of Design and Construction at Westminster, as well as their legal counsel Stephen Dye and Patricia Petruff of Dye Harrison.
Jim Palaski, 5304 Bay State Rd., Palmetto, spoke about Westminster Communities of Bradenton, in the Point Pleasant neighborhood. He gave a presentation with maps of all the communities (22) across Florida.
Chris Wickburg, 116 America St., Orlando, discussed the plan, design, and redevelopment success. This includes a multi-phase plan which creates modern standards and life safety for the residents.
Ms. LaBarr went over the Comprehensive Plan text amendment proposal. She stated that their primary purpose is to ensure consistency regarding development within the coastal high hazard areas and their client's goal is to preserve an institution that has been a prominent fixture in the City of Bradenton for over 70 years, can continue. She discussed statutory language compliance and the impact of natural disasters, as well as the evacuation plan.
Patricia Petruff, certified land use attorney, Dye, Harrison, Knowles, 1206 Manatee Ave. W., Bradenton. She has represented this client for 46 years. She discussed the original coastal high hazard zones and the verbiage of when the Comprehensive Plans were originally written. She went over changes in units and future land use. She stated that this property is not subject to the overlay district; it is not part of that neighborhood; it is an institution, not residential. Ms. Petruff showed a map of the area and stated that this is not a T-4O zoning category. She stated that with the current ordinances, they would not be able to rebuild should buildings be destroyed.
Mr. Wickburg discussed the Shores building and renovations. Due to age, design, demand of residents, etc., renovations become an economic issue. They have been upgrading buildings, however, residents do not want to live in an older building.

Robin Singer reiterated that this is about text amendments that impact the coastal high hazard area as shown on land use maps within the City. She discussed the impacts of changing the land use designations.

The Board decided to listen to all presentations first, then make separate motions when all are complete. Public comments will be more than 3 minutes if needed.

4. Ordinance 4036, Case CP.24.0364
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 property located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000 and more particularly described in the attached "Exhibit A"; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the case for the Comprehensive Plan Land Use Map amendment. She showed tables to break down the differences between what is currently allowed and what they are seeking.
Patricia Petruff stated that typically when a text amendment is done, a map amendment is often done as well.

Robin Singer showed current zoning and future land use maps. The change of use would be from High Density Residential to Urban Central Business District. She explained the difference between them.

5. Ordinance 4037, Case LU.24.0361
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 T5 (Urban Center) for 15.9 acres located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the re-zone application. She discussed the differences between T4-O and T4-R, and why they are proposing the change to T5. Building height is one of the key differences. This plan helps to illustrate the overall development strategy. She showed a conceptual rendering of the plan.
Patricia Petruff stated that this is the best route forward. The current density is the issue for rebuilding. This is a long-standing residence, since 1954, and all will be incompliance with FEMA, etc. This is an investment in the City.

The Board discussed the amount of units with the applicant. The evacuation plans were questioned, as well as flooding and habitable floors to be over the parking area.
The current occupancy is 85 percent full.

Robin Singer went over the current zoning and future land use maps. She showed photos of the existing sight, and discussed the criteria for land use district designations.

Public Comment: Chair Bakker opened the Public Hearing.

Jeff Corey, 203 N. 18th St., Bradenton. Opposed.
Terry Carr, 1533 4th St. W., Bradenton. In favor.
Susan Miller Kelly, 2412 45th Ct. W. Bradenton. Opposed.
William Miller, 112 16th St. W., Bradenton. Opposed.
Mike Carter, 1018 1st Ave., Bradenton. Opposed.
Todd Lott, 1600 1st Ave. W., Unit 108 A, River Oaks, Bradenton. Opposed.
James Park, 117 N. 18th St. W., Bradenton. Opposed.
Michael K. Nolan, 1650 1st Ave. W., #401, Bradenton. Opposed.
Donna Mathias, 1600 1st Ave. W., Unit 501, Bradenton. Opposed.
Bonnie Brinson, 1600 1st Ave. W., Unit 405A, Bradenton (via email; spoken by Donna Mathias). Opposed.
Clare Ward, 1609 1st Ave., Bradenton. Opposed.
Debra Schreiber, 1717 1st Ave. W., Bradenton. Opposed.

Applicant: Patricia Petruff responded to the public comments. She spoke about units per acre; current and proposed. She also discussed the coastal high hazard area and traffic.

Public Hearing was closed.

Motions:

Ordinance 4035, Case CP.24.0363: Commissioner Neal motioned to approve, and Commissioner Green seconded. Motion passed with 3 votes in favor and 1 vote against.

Ordinance 4036, Case CP.24.0364: Commissioner Green motioned to approve, and Commissioner Neal seconded. 2 votes in favor and 2 votes against.

Ordinance 4037, Case LU.24.0361: Commissioner Neal motioned to approve, and Commissioner Green seconded. 2 votes in favor and 2 votes against.

City Attorney Scott Rudacille stated that the last 2 items will move forward to the City Council without a recommendation.

Adjournment: The meeting adjourned at 5:26 p.m.

Ben Bakker, Chair — Date 2/19/25

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

From: Cheryl Kinderknecht
To: Greg DeLong
Subject: [EXTERNAL] Re. August 13, 2025 Westminster Request Before City Council
Date: Tuesday, August 5, 2025 1:11:42 PM

You don't often get email from chkinderknecht@verizon.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.

Dear Commissioner DeLong, My name is Cheryl Kinderknecht and for the past 15 years I have lived full-time in my home at 1532 3rd Ave West. My home is located directly across the street from the current Westminster Towers Health Center building and ½ block to the east of the Westminster Shores building. I'm asking you to vote against Ordinance 4037 – Rezoning and Ordinance 4036 – Land Use Change which would implode the population density and completely destroy the nature and character of my neighborhood and the surrounding Point Pleasant community.

We're already at a saturation point with the day-to-day traffic on these narrow residential streets. There is the routine traffic associated with all the current residents of Point Pleasant. Even at Westminster's present size, their impact on neighborhood traffic is quite pronounced and includes multiple times daily fast-moving change of shift staff arrivals and departures; nearly daily food and product delivery by large trucks; daily back and forth traffic of Westminster's grounds utility vehicles; and the daily back and forth traffic of Westminster passenger cart and/or bus, and daily ambulance traffic, sometimes with sirens, sometimes not. We have learned to live and cooperatively deal with the current Westminster traffic situation in this tiny residential area, but I don't know how this small area can support the increased traffic which would result from the proposed explosion of the existing population density.

Another area of major concern is the sewage system, which does not seem adequate for the existing population density in this area. The system is always sluggish, often smelly, and periodically the sewer system needs to be opened up, siphoned off, and otherwise dealt with by the city crew. At least once a year the streets in this area have to be torn up for sewer repair, followed then by the necessary asphalt repair.

As the vote on this matter approaches, I'm asking you to please consider how you'd vote on these ordinances if the proposed changes were going to happen in your residential neighborhood? Thank you.

Cheryl Kinderknecht
chkinderknecht@verizon.net

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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.

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From: Peggy Long
To: Greg DeLong
Subject: [EXTERNAL] Subject: Opposition to Ordinances 4035, 4036, and 4037 — Preserve Point Pleasant and Protect Bradenton's Future
Date: Tuesday, August 5, 2025 8:09:18 PM

You don't often get email from peggylong@mac.com. Learn why this is important

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

Dear Mr. Delong,

As a Point Pleasant resident of over 30 years and a proud Manatee County native, I am writing to express my strong opposition to the proposed Ordinances 4035, 4036, and 4037 that will come before you for a final vote on August 13th.

These changes — particularly the drastic increase in allowable density from 15 to 40 dwelling units per acre in the Coastal High Hazard Area — would irreversibly alter the character of our city and put undue strain on already overwhelmed infrastructure. These areas are labeled "high hazard" for a reason. Increasing population density in zones that are the most vulnerable to flooding and storms is not only shortsighted — it is dangerous.

Furthermore, Ordinance 4037 would allow for buildings up to 12 stories tall adjacent to the historic Point Pleasant neighborhood. This type of high-rise urban development has no place in a small-scale, historic, residential district that reflects Bradenton's rich heritage and charm. Once that scale is lost, it cannot be regained.

The citizens of Bradenton — especially those who have invested their lives and families in its historic neighborhoods — deserve thoughtful, sustainable growth. Development should not come at the cost of public safety, livability, and community identity.

Please vote no on Ordinances 4035, 4036, and 4037. Bradenton deserves better.

Sincerely,

Peggy Harrison Long

1527 1st Ave Dr W Bradenton, FL

Point Pleasant Resident

Manatee County Native

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Letter to Bradenton City Council

August 5, 2025

Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Dear Honorable Mayor and Members of the Bradenton City Council,

I am writing to respectfully urge the City Council to require that the proposed Westminster expansion project, which ordinances 4036 and 4037 are scheduled for consideration on August 13, 2025, be subject to the Planned Development Project (PDP) process pursuant to 3.1.3 and 3.4.1 of the Bradenton Code of Ordinances, Land Use Regulations.

As outlined in the City of Bradenton's land use reguations, the Planned Development Plan process provides a robust and structured method for evaluating large-scale or complex projects like the proposed Westminster expansion. By engaging in the PDP process, the city ensures not only greater transparency and public involvement, but also a coordinated and flexible planning approach that benefits all stakeholders.

A PDP review would enable the Council and the community to evaluate Westminster's future expansion in a comprehensive manner—accounting for its scale, impact on surrounding neighborhoods, infrastructure needs, and integration with Bradenton's long-term vision as outlined in the Comprehensive Plan and Future Land Use Map.

Among the key benefits of the PDP process are:
- Zoning flexibility to allow tailored site design
- Integrated master planning for phasing and infrastructure coordination
- Enhanced public input through scheduled hearings
- Administrative clarity through DRC and staff review
- Compatibility with affordable housing and mixed-use objectives
- Alignment with the City's Future Land Use Map (FLUM)

As the City Council considers the these ordinances related to the Westminster project, I encourage you to prioritize the long-term vision and planning excellence that the PDP process supports. Doing so will ensure that the project proceeds in a way that is transparent, equitable, and consistent with the goals of a growing and inclusive Bradenton.

Thank you for your service and for your thoughtful consideration of this request.

Sincerely,

Constance W. Frazier

Constance W. Frazier
1510 1st Avenue West
Bradenton, FL 34205
919-274-0557
connie@lobbync.com

From:	Robin D. Singer
To:	Roberta Bass
Cc:	Greg DeLong
Subject:	RE: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date:	Monday, January 13, 2025 8:31:14 AM

Ms. Bass,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package materials for City Council.

Robin Singer
Planning and Community Development Director
City of Bradenton, Florida

-----Original Message-----
From: Roberta Bass <bertiebass3@gmail.com>
Sent: Saturday, January 11, 2025 8:21 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)

[You don't often get email from bertiebass3@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[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.

Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)

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however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

From: Robin D. Singer
To: Bill
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Westminister planning change request
Date: Monday, January 13, 2025 8:29:22 AM
Attachments: image002.png

Mr. Peruzzi,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Bill <billperuz@aol.com>
Sent: Saturday, January 11, 2025 9:22 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Westminister planning change request

You don't often get email from billperuz@aol.com. Learn why this is important

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

I have been a resident of the River Oaks Condominiums at Point Pleasant since 2002 and I have a PhD in ecology. Unfortunately, I have a conflict and will be unable to attend the January 15 planning meeting to discuss the proposal by Westminister to change zoning and plan changes at Point Pleasant. I have read the proposed changes to our peninsular and am appalled that the Westminister requests may be granted.

Since you work at the Bradenton City offices, I am sure that you are aware of the ever increasing traffic problems as the infrastructure and population increases. In particular, 3rd Avenue and the streets parallel to it are now congested on a daily basis and would only worsen should the Westminister request be granted.

I am also concerned about the effects that shall occur should too much of the surface of the peninsular be overly covered by buildings and parking lots. Open land is very important for proper drainage of rainfall plus

continually increasing the old Bradenton population places too much stress on the existing infrastructure. Our streets are often being dug up to address drainage problems, particularly caused by solid waste disposal. More buildings and more residents will only worsen this problem.

I trust that the proposed changes will be denied.

Sincerely, William T. Peruzzi 941-749-0234

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From: Robin D. Singer
To: Jessica Chalker
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e
Date: Tuesday, January 14, 2025 8:58:37 PM
Attachments: image002.png

Ms. Chalker,

Thank your for your input. We will share your email with the Planning Commission and include it with the package materials for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Jessica Chalker <jessica.chalker@gmail.com>
Sent: Tuesday, January 14, 2025 8:19 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e

You don't often get email from jessica.chalker@gmail.com. Learn why this is important

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

Dear Ms. Singer,

Please find an attached letter expressing my opposition to the proposals to be discussed at tomorrow's meeting (agenda items 8 c-e). I am unable to attend the meeting but a neighbor has offered to read my letter in my absence. I wanted to make sure it reached your office directly, in the event anything prevents my neighbor from attending.

I'd appreciate it if you could let me know that you have received and were able to access the letter. Thank you for your time and consideration.

Jessica Chalker

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Jessica & Jonathan Chalker
104 15th St. W.
Bradenton, FL 34205

Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Subject: Opposition to Proposed Changes in Ordinances 4035, 4036, and 4037

Dear Members of the Bradenton Planning Department,

Due to the limited amount of time between receiving the letter of notification and the meeting date to discuss the referenced changes, we are unable to attend the meeting due to work obligations. We have asked our neighbor, Deborah Schrieber, to read our comments in our absence.

We are writing to express my strong opposition to the proposed changes to Ordinances 4035, 4036, and 4037 as submitted by Katie LaBarr of Stantec. These amendments, which seek to alter zoning and land-use regulations in sensitive and residentially focused areas, pose significant risks to the safety, character, and environmental sustainability of our community.

The proposed changes appear to prioritize high-density development in areas that are ill-suited for such purposes. Specifically, I have the following concerns:

1. **Increased Risk in Coastal High Hazard Areas (CHHAs):** Ordinance 4035 would allow increased housing density in CHHAs, areas already identified as vulnerable to hurricanes and flooding. This could exacerbate evacuation challenges and endanger residents' lives during natural disasters. In light of the three back to back hurricanes in the fall of 2024, one of which had a mandatory evacuation of this neighborhood, this change seems ill-advised.
2. **Strain on Infrastructure, Services, and Roadways:** Ordinances 4036 and 4037 appear to relax existing development standards, which could lead to overburdened water and sewage utilities, emergency services, and especially, residential roadways. It is my understanding that a traffic study was conducted by Presbyterian Retirement Communities, Inc., but that not all impacted roads were included in the study. It is imperative that all roads that would provide primary access to the proposed properties be studied. This includes 1st Ave., West, which directly impacts my family.
3. **Loss of Neighborhood Character:** Point Pleasant has been designated as a conservation district and adds to the individuality and charm of the downtown Bradenton area. Many visitors walking by our home often comment to us on how much they enjoy the character of the houses and neighborhood. Changing the balance of land use in this neighborhood by adding high-rise buildings and commercial activity into these areas risks eroding this balance, resulting in a loss of the community atmosphere that residents and visitors to Bradenton value.

4. **Environmental Impacts:** Expanding development in vulnerable areas threatens local ecosystems and could lead to more impervious surfaces, increasing runoff and contributing to flooding and water quality issues in adjacent waterways.

While I understand the need for responsible growth, these proposed changes do not align with the principles of safe and sustainable urban planning. I urge the Planning Department to reject these amendments and instead pursue alternatives that prioritize the safety, character, and quality of life of Bradenton's residents.

Thank you for your time and for considering the concerns of community members who are deeply invested in the future of Bradenton.

Sincerely,

Jessica & Jonathan Chalker
Point Pleasant Residents

From:	Robin D. Singer
To:	Greg DeLong
Subject:	FW: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!
Date:	Wednesday, January 15, 2025 9:11:33 AM

-----Original Message-----
From: Michael Eagen <mieagen1@gmail.com>
Sent: Wednesday, January 15, 2025 8:06 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!

[You don't often get email from mieagen1@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[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.

Robin
Thank you. My letter is written below:

City of Bradenton Planning Commission
My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!
Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants 8to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous! Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!
We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!
Thank you,
Marjorie and Michael Eagen 1600 1st Avenue West 308A Bradenton, Fl

Sent from my iPad

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sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

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Good afternoon. My name is Donna Mathias 1600 1st Ave W Unit 501, Bradenton FL

Ordinance 4035

Changes to the Coastal High Hazard Area (CHHA) will impact all of Bradenton not just Point Pleasant.

We just went through two back-to-back hurricanes and experienced historical storm surges. The Comprehensive Plan was written to deny such requests for a reason - safety of residents, ability to evacuate, and to alleviate additional burdens on our Public Safety folks. Increasing the density in this neighborhood would put the neighborhood at risk.

a. Almost tripling the density, traffic on 1st Avenue W will be unreasonable and overcrowded. When road work takes place on 1st Avenue River Oaks' parking lot becomes a thoroughfare, which is dangerous to its residents.

b. Increasing the density put more demands on infrastructure. Many residents currently have sewage that backs up in their homes or the odor encroaches in the interior of their home through the pipes when work is being done.

   We have seen the pumping station on 15th St fail multiple times, generators brought in, sewage seeping into the river and the odor is beyond belief.

Ordinance 4036

Proposal to change the density from 238 units to 636 units is a 266% increase

The traffic study was done only for the impact on 64 not the impact to the neighborhood roads. This plan shows that 5 levels of parking will be accessed from 1st Ave. Traffic will increase on 1st Avenue not only due to the additional residents, but also the increased staff and deliveries of supplies and services.

During construction of the proposed buildings, there will be heavy construction vehicles on 1st Avenue. Over the past several years, 1st Avenue has been consistently torn up due to sink holes or sewage/water issues. (**See Exhibit 1**)

EMERGENCY MANAGEMENT PLAN

Hurricane Evacuation Zone A

In 2017 when Hurricane Irma visited, my Mother-in-Law resided at Westminster in Independent Living and was told that she had to evacuate to a public shelter.. She no longer had a car and was using a walker. If we hadn't lived here she would have been pretty much

on her own. I spoke to one gentleman who was distressed as he had no one to help him- but was told he needed to go to a shelter. The emotional stress he was under was disturbing. Since my mother-in-law had medical issues and we lived in a mandatory evacuation zone we went to a shelter.where if needed she could get care. **(see exhibit 2)**. A shelter is not something I want to experience again but I am very grateful that we were with her. She was a real trooper.

This is also corroborated by the email from Regina Smith on May 30, 2024. **(See Exhibit 3)**

Ordinance 4037, Case LU.24.0361

The Subject Property will blend seamlessly with the mixed-use, residential area.

The homes in Point Pleasant are classified as Point Pleasant Neighborhood Conservation District. The construction of a 9 story building sandwiched between two residential PPNCD designated homes doesn't make any sense and is a disservice to the neighborhood and certainly the residents.

According to Alex Cecchini - Should we let people in apartments live on the quiet side-streets single family dwellers desire even if the scale isn't "compatible" with its neighbor? Just because we have the legal power to zone our city this way doesn't mean we *should*.

Allowing this type of construction on 1st Avenue West will increase traffic, increase noise, challenge the integrity of 1st Avenue W, and put an additional strain on our sewage and water systems. There will be more emergency traffic, sirens, buses, and golf carts. Traffic on 1st Avenue will not diminish, it will greatly increase.

Another concern is the demolition of the Shores. How will this impact the structural integrity of the surrounding homes/buildings?

One last aspect is who is really paying for what. Based on property tax records, between the Shores, the Towers and the Office Building (which most of the new construction will fall into these categories), in 2024 the assessed property value was $30,680,657. The Exemptions were $16,569,275 with the total taxable value of these properties at $14,111,382. Westminster paid $250,214 in taxes for 2024 on these properties. - **(See Exhibit 4)**

EXHIBIT 1

1600 1st Avenue W on January 14, 2025 -. This road was completely repaved about 5 years ago. Since then, it has been torn up multiple times due to sewage, water and sink hole issues.



May 18, 2023



May 18, 2023



July 7, 2023

EXHIBIT 1 (CONT'D)

1600 1st Avenue W on January 14, 2025 -. Notice the patches, dips and broken pavement.





EXHIBIT 2

Shelter with 85 year old mother-in-law on September 9, 2017



Our Room Mates

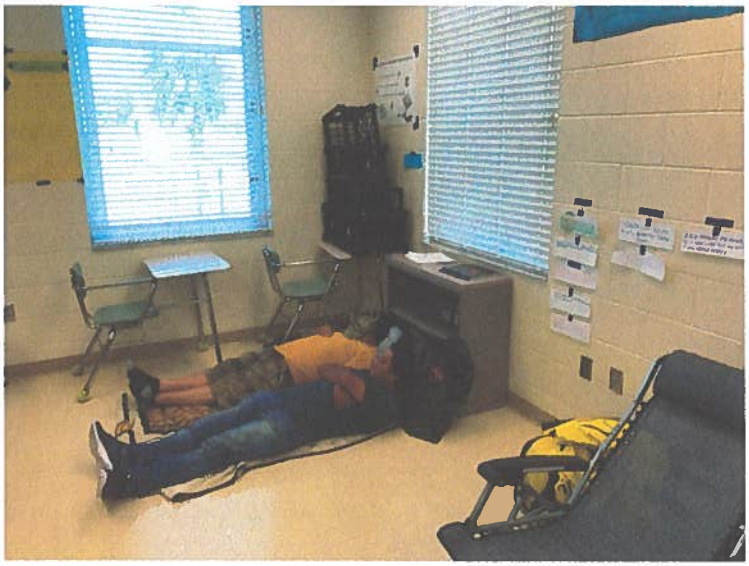



EXHIBIT 3

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."

I have lived in Westminster for 11+ years and the only people that Westminster does evacuate are those that reside in Assisted Living or the Health Center. As an independent resident I am required to make my own arrangements, to either re-locate or go to a shelter. Therefore, there will be more residents in need of shelter and or will be on the road during an evacuation.

Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .
I am asking that the proposal to change the zoning be denied.

Regina Smith

941-932-6708

222 12th St W Bradenton FL 34205

Exhibit 4

Westminster - Towers-Shores-Office

	Parcel ID	Owner	Location	LUC Desc	Current Zoning	Property Description	Historic	Land Use	Exemption Description from Tax Bill - 2024	Assessed Value Tax Yr 2024	Exemption Tax Yr 2024	Taxable Value Tax Yr 2024	Taxes Billed Tax Yr 2024	Taxes Paid Tax Yr 2024 Discount Taken
6	3352500109	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1700 3RD AVE W	Homes for the Aged (1555)	BR_T4-O	The Shores and parking lots surrounding the shores including memory unit on 6th Street W	URBAN-A,URBAN-C	7400; Homes for the aged	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	13,908,000.00	5,171,530.00	8,736,470.00	161,364.36	154,909.79
7	3337900059	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1625 3RD AVE W	Office Buildings-One Story (1555)	BR_T4-O	Administrative Offices for Westminster	URBAN-A,URBAN-C	1700; Office Buildings-One Story	Charitable Homes for Aged-SC Charitable Homes For Aged-CI Charitable Homes For Aged-CO	1,191,657.00	1,191,657.00	0.00	0.00	0.00
8	3340600158	PRESBYTERIAN RETIREMENT COMMUNITIES INC	312 15TH STREET CT W	Convalescent Homes (1555)	BR_T4-O	The Towers	URBAN-C	7800; Sanitary, Convalescent Home	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	15,581,000.00	10,206,088.00	5,374,912.00	99,275.70	95,304.67
			Totals						0.00	30,680,657.00	16,569,275.00	14,111,382.00	260,640.06	250,214.46

City of Bradenton
Planning Commission

My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!

Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous!

Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!

We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!

Thank you,
Marjorie and Michael Eagen
1600 1st Avenue West
308A
Bradenton, Fl

From: Roberta Bass <bertiebass3@gmail.com>
Subject: Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date: January 11, 2025 at 8:21:13 PM EST
To: robin.singer@cityofbradenton.com

Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)



MANASOTA — 88

A Project for Environmental Quality 1968 - 2088

Mayor Gene Brown
City of Bradenton, Florida
101 Old Main St.
34205-7865
February 2, 2025

Re: Presbyterian Retirement Communities, Inc., Ordinance 4035 - Case CP.24.0363, Ordinance 4036 – Case CP 24.0364 & Ordinance 4037 - Case LU.24.0361

Dear Mayor Brown & Council:

ManaSota-88, Inc strongly opposes Ordinance No. 4035, 4036 & 4037, if approved, the proposed ordinances will cause delays in hurricane evacuation, incompatibility of building types with surrounding neighborhoods, degradation of water quality and natural resource impacts throughout the City of Bradenton.

ManaSota-88, Inc. (hereinafter, "ManaSota-88") is a public interest conservation and environmental protection organization, which is a Florida not-for-profit corporation and a citizen of the State of Florida. The corporate purposes of ManaSota-88 include the protection and preservation of water quality and wildlife habitat in Manatee and Sarasota Counties, and the protection of public health and safety of residents of Manatee and Sarasota Counties. Objecting to Ordinance 4035, 4036 and 4037 falls within ManaSota-88's general scope of interest and activity.

A number of ManaSota-88's members own real property and reside in Manatee County, the City of Bradenton, Holmes Beach, Bradenton Beach, and Anna Marie and will be substantially adversely affected if the Bradenton City Council approves the proposed ordinance.

A vote to approve will place existing and future residents at needless risk from the effects of a catastrophic storm.

The text amendments to the Comprehensive Plan are directly related to the regulation of properties within the Coastal High Hazard Area (CHHA) and will allow for the increase in density in the CHHA.

Ordinance 4035 will be applicable to the entire City, the proposed amendments will impact over 4,000 parcels within the city, representing approximately 28% of the city's total land area.

ManaSota-88 recommends ***denial*** of Ordinance 4035, 4036 & 4037 for the following reasons:

ManaSota-88
www.manasota88.org
P.O. Box 1728, Nokomis, FL 34274
email contact: manasota88@comcast.net
(941) 966-6256

Reduction in Clearance Times for Hurricane Evacuation

The hazard of storm surges is significant given that the Presbyterian Retirement Communities property would be completely inundated in significant storm event such as a hurricane. A Category 1 hurricane would require the complete evacuation of the Presbyterian Retirement Communities property. Storm surge is the most dangerous hazard from a hurricane. A Category 5 hurricane could produce an eighteen-foot storm surge. The City of Bradenton has the responsibility for the safe evacuation of, not only its residents and property owners, but others as well.

Bradenton is venerable not only to storm surge flooding but also to the wind effects of a hurricane. Manatee County, including the City of Bradenton, is in one of the greatest areas of high-speed wind hazard in the entire United States.

Hurricane evacuation clearance times for Longboat Key, Anna Maria and Perico are among the highest for any area of Florida and the coastal United States. The impact of additional development in the City of Bradenton is significant considering the already congested state of the existing hurricane evacuation route.

State Road 64 (Manatee Avenue) from Palma Sola Boulevard to the Bradenton City Limit has traffic flows designated the worst possible level of traffic congestion. Manatee Avenue is the hurricane evacuation route for Anna Marie Island, City of Holmes Beach, Bradenton Beach and Longboat Key. The present level of service for this road is inadequate to ensure safe hurricane evacuation. Additional increases in density in the City of Bradenton will only place more residents at additional risks.

State Road 64 is a major hurricane evacuation route in Manatee County. Based on the elevations of State Road 64, the road is likely to be underwater and unusable in Category 2 hurricane or higher, thus preventing evacuation. The intersection of I-75 and State Road 64 will likely become bottlenecked in the event of a major hurricane evacuation event.

Bradenton currently lacks sufficient hurricane shelter capacity to accommodate persons evacuating a Category 3, 4 or 5 hurricanes. Ordinance 4035 should be denied based on the current deficiency of hurricane shelters.

Wildlife Habitat and Vegetation Impacts

The direct, secondary and cumulative impacts of the proposed Ordinances fail to conserve, protect wildlife habitat, or protect native vegetative communities. There will likely be adverse impacts on endangered and threatened wildlife, and environmentally sensitive lands. Ordinance 4035 will relate to the entire City of Bradenton, not just the Presbyterian Retirement Communities, Inc., property.

Degradation of Water Quality

Pollution associated with increased traffic and run-off from an increase in development in the CHHA will likely increase over time and will likely be much greater than permitted for the ambient background non-degradation standards.

The direct, secondary and cumulative impacts of Ordinance 4035 will likely result in unpermittable adverse impacts, which may violate water quality standards. Reasonable assurances have not been provided that the proposed changes would not adversely affect the conservation of fish and wildlife, including endangered or threatened species or their habitats.

Degradation of the Level of Service of Roads

The proposed Ordinances will likely increase traffic congestion on State Road 64. There are existing problems regarding adequate traffic flow on State Road 64 on a day-to-day basis. The level of service of State Road 64 will continue to deteriorate; with additional road segments failing. Traffic congestion has adverse impacts upon neighborhoods, property values, safety, business, and the environment.

Neighborhood Incompatibility

High-rise development by Presbyterian Retirement Communities, is not compatible with the present building types and residential densities. The planned construction will be grossly out of place and will be an eyesore.

Fire Department Objections

According to the staff report for Ordinance 4036:

The Fire Marshal has commented that large-scale projects can no longer simply use a fire pump to account for supply concerns, and that water supply, access, and future equipment needs will need to be evaluated for this project and its location.

Deficiencies in infrastructure and public services exist in Bradenton and will only be compounded if the proposed Ordinances are adopted.

Public Interest not met for Ordinance 4037

3.1.5.4 Public interest. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Ordinance 4037 should be denied as the changes proposed in Ordinance 4035 are not in the publics interests due to delays in hurricane evacuation, incompatibility of building

types with surrounding neighborhoods, degradation of water quality and natural resource impacts.

ManaSota-88 specifically opposes the changes being proposed to the following Objectives and Policies for reasons mentioned above:

- Objective 1.5.2 Hurricane Evacuation Zone
- Objective 5.3 Coastal Area Development
- Policy 5.3.1 Coastal High Hazard Area, Policy 5.3.1.1, Policy 5.3.1.2
- Policy 5.3.2 Conservation Zone
- Policy 6.2.1 Coastal Density and Intensity
- Policy 6.2.5 Priority Hurricane Evacuation Zones

Sincerely,

Glenn Compton

Chairman, ManaSota-88, Inc.

May 10, 2024

To: Bradenton Planning & Community Development
101 12th St W
Bradenton, FL 34205

Re: Case # LU.24.0361 - ORD 4037
Westminster Retirement Communities

My wife, Jaymie and I live at 1618 1st. Ave W. in the Point Pleasant neighborhood. Our single-story home is directly across the street from the subject site. We have received the public notice, the applications, the staff reports and discussed the application with the applicant. Our primary objections to the rezone application are:

1. **Increase in density** – Current zoning allows 15 units per acre. Proposed zoning allows 40 units per acre, this is a 266% increase. The applicants concept plan shows 165 units on the western tip on 2.63 acres or 62 units per acre. It appears the applicant intends on unifying all of their parcels in order to transfer density to the west end.

2. **Increase in height** – Current zoning allows a maximum of 6 stores. Proposed zoning allows a maximum of 12 stories, double what is currently allowed.

3. **Building locations** – Form based code setbacks are front yard o-ft. Min. And 8-ft. Max. This would allow a 12-story building with 0-ft. Set back on 1st. Av. Form based code T5 states "building placement: shallow setbacks or none, building oriented to street defining a street wall" this "street wall" would face the 1 and 2 story residential buildings on the north side of 1st Ave W.

4. **Compatibility** – The Point Pleasant neighborhood directly across the street is a designated "neighborhood conversation district" established to "protect and preserve the character of the point pleasant neighborhood". Doubling the height and increasing density by 266% across the street will severely impact the goals of the conservation district.

5. **Access Control** – The requested rezone does not address access points, parking and delivery locations. This is especially important during construction. The applicant stated that construction would occur over a 5-to-10-year period. The only current access to the western end of the site is 1st Ave. The construction phase would create thousands of trucks and vehicle trips on 1st Ave.

6. **Site Plan Control** – The rezone is not site plan specific. A straight rezone would not provide for any control of building placement, setbacks, buffers, height or density locations. The applicant's narrative and concept plan are non-binding. If approved the applicant could do anything allowed under the T5 zoning category.

Please consider the impacts to the point pleasant neighborhood and recommend denial to the City Council.

Sincerely,

Mike & Jaymie Carter

From:	Deborah Schreiber
To:	Robin D. Singer; docksidejd@bellsouth.net; Mike Carter
Cc:	Greg DeLong; Rob Perry; Jaymie Carter (JaymieCarter@michaelsaunders.com); abrown@mywrc.org
Subject:	[EXTERNAL] Re: Westminster petitions
Date:	Friday, May 10, 2024 3:13:52 PM

[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.

Thank you for the heads up. Some of us will try to get the word out about yet another cancellation.

Response and Objection to Staff Report
Re: Change in Zoning from T4-0 & T-4R to T-5

Case Number: LU.24.0361 – ORD 4037

The map submitted with the Staff Report shows that my home, the Shumaker's home, the Alvis home, the Park's home and the Unitarian Church are all adjacent to the propose zoning change. If Westminster is allowed to move ahead with their planned development, we will have buildings of anywhere from 7 -11 stories next door to our homes.

Parcel ID 3346800000 is next to the Park's home, Parcel ID 3347200002

Parcel ID 3352500109 is next to my home, Parcel ID 3352700003, the Alvis home, Parcel ID 3354000006 and the Shumaker home, Parcel ID3353600004.

Parcel ID 3339000006 is next to the Unitarian Church, Parcel ID 3339700001

The Staff report is misleading regarding the current zoning status and the extraordinary quality of our neighborhood.

With the exception of the condominium buildings on our NE edge and excluding the empty lots owned by Westminster, all the Parcels that are zoned T4-0 have beautifully and lovingly maintained single- family homes. The Staff argues that the T4-O zoning differs very little from the T-5 zoning. The warped logic is so what does it matter if Westminster gets to change that zoning, because at present any of us in the T4-O zoned homes could turn our home into a café, office building or restaurant. That we could, does not equate as we will. But that is what Westminster plans.

The huge problem, as demonstrated above, is all of Westminster's buildings, if you allow them to do so, will loom over our homes, blocking sunlight, arrest circulation, diminish property values and destroy the unique qualities that make Point Pleasant a complimentary extension of the Riverwalk and one of the most popular walking neighborhoods in the city. The Point Pleasant Neighborhood Conservation District was created to protect this unique place.

The rezoning of Westminster's empty lots in our neighborhood is most certainly NOT "a continuation of the existing T-5 zoning to our east and south. The T-5 zoned buildings to our east are on the opposite side of the street, 15th Street, and all are one-story businesses with the exception of the condominiums that face Bacarrota. That you use these as s a reason why everything on the west side of 15th Street should be open game for Westminster is insulting. The T-5 zoning to our south is on the opposite side of Manatee and is across the street from Westminster's The Towers. Certainly not close enough to use as a reason to give Westminster further claim to our neighborhood. In fact, maybe Westminster should buy that land and build in that direction and leave us alone.

You need to pay attention to all their future plans, Phases 1-5 where they will have forced out all the single-family homeowners, laid claim to all the streets and then privatize them as they did with one part of 3rd Ave near The Shores.

We will not go away quietly. This is not the first rodeo for most of us.

On Friday, May 10, 2024 at 01:56:44 PM EDT, Mike Carter <mike@mcconst.com> wrote:

> Good afternoon Robin
>
> Thank you for the notice. we will wait to hear of any further development.
>
> I have attached a letter that I was preparing to send to the PC members. It does not address every possible concern but speaks to the areas of most concern. I would appreciate your "fact checking" to make sure I have not stated anything incorrectly.
>
> Thanks,
>
> Mike Carter
>
> Mike Carter Construction, Inc.
>
> 435 12th St W
>
> Bradenton, FL 34205
>
> ---
>
> **From:** Robin D. Singer <Robin.Singer@bradentonFL.gov>
> **Sent:** Friday, May 10, 2024 11:55 AM
> **To:** Mike Carter <Mike@mcconst.com>; animallawyer@verizon.net; docksidejd@bellsouth.net
> **Cc:** Greg DeLong <Greg.Delong@bradentonfl.gov>; Rob Perry <Rob.Perry@BradentonFL.gov>

Subject: Westminster petitions

Mr. Carter, Ms. Schreiber and Ms. Mathias,

I am writing to you because you have expressed an interest in the pending petitions for the Westminster project. After consideration of the petition and input from the City Attorney, we are pulling those three petitions from the Planning Commission agenda on May 15, 2024. The reason for the delay in the hearing is that we need additional legal review prior to the hearing. We want to make sure we are proceeding with the best information possible before the public hearing.

We will be sending out a letter to all recipients of previous notification letters but it is unlikely to reach everyone prior to the meeting. We will re-notice the petitions prior to the hearing date for the Planning Commission in the future. Any written comments received will be included in the package materials for review when the project moves forward.

Robin D. Singer

Planning and Community Development Director

City of Bradenton, Florida

(941) 932-9408

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

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

From: Robin D. Singer
To: Ginger Smith
Cc: Jamie Schindewolf; Greg DeLong
Subject: RE: [EXTERNAL] Application from Presbyterian Retirement Community
Date: Friday, May 31, 2024 8:24:28 AM

Ms. Smith,

Thank you for your input. We will include it in the package materials for the Planning Commission and City Council.

Robin D. Singer
Planning and Community Development Director
City of Bradenton, Florida
(941) 932-9408

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

You don't often get email from ginger397@msn.com. Learn why this is important

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

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."

I have lived in Westminster for 11+ years and the only people that Westminster does evacuate are those that reside in Assisted Living or the Health Center. As an independent resident I am required to make my own arrangements, to either re-locate or go to a shelter. Therefore, there will be more residents in need of shelter and or will be on the road during an evacuation.

Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .

I am asking that the proposal to change the zoning be denied.

Regina Smith

941-932-6708
222 12th St W
Bradenton FL 34205

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From: Marianne Barnebey
To: ddye1223456@gmail.com
Cc: Robin D. Singer; Greg DeLong
Subject: FW: [EXTERNAL] Westminster Community
Date: Wednesday, January 22, 2025 8:09:40 AM

Good morning - Thank you for your email.

This is considered a quasi-judicial matter coming before the Council. As such I am prohibited from discussing this outside of the noticed public City Council meeting for this matter.

I am forwarding it to our planning department to have it included in the public record for the project.

Marianne Barnebey
Bradenton City Council – Ward 2

-----Original Message-----
From: Debbie Gmail <ddye123456@gmail.com>
Sent: Monday, January 20, 2025 3:56 PM
To: Marianne Barnebey <Marianne.Barnebey@bradentonFL.gov>
Subject: [EXTERNAL] Westminster Community

[You don't often get email from ddye123456@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Hi Marianne,
Joe and I had deposits at Westminster. We liked the new community design. I have kept mine as it has the best nursing facility and care in the area. When he was at Mayo they also suggested it as top rated for our area.

The new plans are amazing and will add so much to downtown. I believe they are adding community rooms and auditorium.
My concern as many of old Bradenton is going to LWR and south to Sarasota because their facilities are new and up to date and that would be a shame.
My Grandmother lived there in the 80's and loved it. My other grandparents lived on Point Pleasant so I have always kept an eye on the area as it did become blighted and we don'[t want that to happen again.

The owners of Westminster are planning to invest a huge amount to our area and update/add new buildings which it definitely needs, especially for hurricane improvements. This update and new addition is a huge plus to the other plans coming into the downtown area.

I hope you will support their plans as we can make the downtown stronger and something we can be proud of.
Thanks. Debbie Gigliotti

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Carol Lee Gilbert, 222 12th Street West (#102), Bradenton, FL 34205

Mayor Gene Brown & Members of City Council January 24, 2025

101 12th Street West, Bradenton FL 34205

Dear Mayor Brown & Members of the City Council:

As a 10-year Resident of OUR City, I join you daily in making this the best city in Manatee County & The State of Florida. In this regard, I am writing to request your support to act appropriately and positively on The Westminster Communities of Florida action for "Corrected/Re-ZONING" of its property Westminster Bradenton/Point Pleasant located just around the corner from City Hall. Looking at City records, I would think that the current zoning must have been an error or oversight when the update/newly zoning of Downtown was effected a few years ago. The zone does not reflect nor accurately categorize the property.

This Westminster Community is my home which I share with another 350-400 valuable Bradenton/Manatee County citizens and YOUR Supporters. I love "Old Bradenton" and frequent regularly our Downtown businesses to ensure they thrive and maintain operational success, ie. Saturday Farmer's Market, Orange Blossom Coffee Café, O'Brick's, Fav's, Robin's, Pier-22, Mattison's, The Bishop, Manatee Hospital, etc.

As a retired Federal Manager (U.S. Department of Justice, D.C.), I carefully selected my retirement locale and have enjoyed life for 32 years in Florida since 1993. Here, I am a responsible citizen and contributor like The Mayor & Council. I am a VOTER, participating in elections—YOU relied on me to vote for you and bring you into office. I give back—as a volunteer, spend money and pay taxes, support our local charities, and contribute to other community involvements.

I hope you will make things right: Please, please support the amendment which you will consider February 12. A positive vote and corrective action will have significant impact and benefit many City Residents, Company Employees, Vendors, Contractors and our overall City of Bradenton Community.

Most Respectfully, Carol Lee Gilbert

Carol Lee Gilbert

January 24, 2025

Dear Members of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would bring our zoning designation to align with the neighborhood.

My name is Mary Ann Murphy and I have lived at this address for 8+ years, in Manatee County for 21 years, with family connections to Bradenton for 40 years. During these time periods I have totally supported grocers, restaurants, plumbers, electricians, medical services, etc. I am the spouse of a career USAF member and Civilian honoring 32 years of service to United States Air Defense operations.

I urge the City Council to support the amendment that will be presented on February 12. This change will benefit residents, staff, team members and supporters of Westminster Bradenton.

Thank you for your consideration to our prospective of the amendment.

Sincerely,

Mary Ann Murphy

Mary Ann Murphy, Westminster Bradenton Towers #524

1533 4th Ave W, Bradenton, Fl 34205

January 25, 2025

Monica S. Reiley
1533 4th Avenue W, Apt 716
Bradenton, Fl 34205

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL. 34205

Dear Mayor Brown,

I support Westminster Bradenton and its proposed amendment to the zoning law that would allow for increased building density. This would require Westminster property to be assigned from T4 to T5 zoning.

Since 2016, I have voted in local elections, supported local businesses, volunteered, and paid taxes; therefore, the above zoning should be amended to enhance the community.

I respectfully urge the City Council to support the rezoning amendment that will be presented at the meeting on February 12, 2025. This change will benefit the many residents, team members, and supporters of Westminster Bradenton. It will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Monica S Reiley
A resident of Westminster Bradenton

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

Copied: CC's Council

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 26, 2025

Esteemed Members of the Bradenton City Council,

I am writing to support Westminster Bradenton's proposed amendment to the Zoning Laws that would allow for increased building density.

My name is Elizabeth M. Clough, and along with more than 400 other people, Westminster Bradenton is my chosen final retirement home. To live in this excellent Continuing Care Community in the heart of Bradenton is a blessing. There is great security knowing that if I am no longer able to live in my own independent apartment, I am guaranteed availability of higher levels of care from assisted living, to memory care, or skilled nursing care.

My husband is a retired US Navy Chaplain. After the frequent moves required by his 23 years of active military service, we looked forward to the stability of retirement in one place. We bought a home in Manatee County where we lived for 15 years. However, desiring to free our sons and their families from concerns for providing for our care as we aged, we searched for a Continuing Care Retirement Community in this same area.

For the past 10 years, we have been active citizens of the city of Bradenton, living at Westminster Point Pleasant. We chose here partially because of the ability to continue our relationship with our faith family at Peace Presbyterian Church. Westminster's policy of offering clergy and military veterans discounts on their entry fees made it affordable for us to have the guarantee of a forever home, even if we outlive our resources, and the assurance of the availability of increasing levels of care as our needs change.

During this past season, our 50-year-old Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Helene and Milton from which we are still trying to recover. If the 15-foot storm surge which had been predicted for a Bradenton landfall, had occurred, we would not have had a home to which we could return. Under the current Zoning Code, allowing only 15 people per acre, Westminster Bradenton would be prohibited from rebuilding to capacity to allow most Point Pleasant residents to come back to their homes.

Please vote for the amendment to increase building density to 34 persons per acre, the zone density appropriate for a full-service retirement facility in a city.

Sincerely,
Elizabeth M. Clough
Elizabeth M. Clough
1700 3rd Ave W #120
Bradenton, FL 34205

cc: City Council

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

City Council of Bradenton

Gene Brown Mayor of Bradenton

101 12 th St. W. Bradenton, FL 34205

January 27 2025

Dear Members of the Bradenton City Council,

My name is Gertrud Clarke. I worked for GSK for many years and then worked for Cole Parmer Instrument Co as technical support, before retiring in Palmetto, FL in 2007. My family still resides in Palmetto. I volunteered at Manatee Memorial Hospital at the reception desk for over 8 years and know that Westminster is their preferred rehab facility.

I call Westminster Point Pleasant my home for the past 8 years and I am one of more than 400 individuals residing on this 11 acre property. I am shocked to learn that our property was rezoned as residential T4 with a density of 15 people/units per acre, without it being grandfathered in. I hope this was an oversight. Our buildings standing on 11 acres have a density of 36 people per acre. If one of our buildings on our campus was to burn down to the ground or suffers catastrophic damage, we would not be able to rebuild it, with the current zoning law, and that would leave us with nowhere to go. Many of us invested our fortune in this residence, live on fixed incomes and call it our forever home. As a Community we pay currently $510,802 in annual property taxes.

I strongly support Westminster Bradenton Communities and the proposed amendment to the zoning-laws that would allow for increased building density. For eight years I have been an active member of this City, supporting local businesses, voting in local elections, volunteering and paying taxes.

I respectfully urge the City Council members to support the amendment that will be presented at the February 12 meeting. This change will not only benefit our many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for taking our perspective into consideration.

Sincerely,

Gertrud E. Clarke,

Gertrud E Clarke

Loyola University of Chicago, International Business Major

1700 Third Ave. W. Unit 716, Bradenton, Florida 34205

cc: City Clerk & Council

Mayor Gene Brown and City Council Members
101 Old Main Street
Bradenton, Florida 34205

Eileen Peacock Dunkle
1533 4th Ave West, apt 510
Bradenton, Florida 34205
January 27, 2025

Dear Mayor Brown and City Council Members,

Except for the two short stints in the 1960s as a Navy wife, it took me 75 years to move to my grandmother's home state. My husband and I followed sons who had come to Bradenton 14 years prior. We chose the convenience of moving directly to a senior living facility rather than a single-family home. Someday, I expect the sons will want to live as we do.

The economy in recent years demands a community such as our Westminster one to grow a bit to survive. Please look at the size of the Erickson Living Community to be built in Lakewood Ranch. While we do not want to become a massive facility like theirs with thousands of residents, we do need to expand. We have the land to do so.

Thanks to the weather, we also need construction of buildings better suited to that weather. We must build. Under the city's zoning laws years ago when our current Shores and Towers were built, we would be able to do so. Yet today, we are not as the city has caved to a handful of residents who resent our very presence.

While we who currently live here made sacrifices in our housing in order to enjoy our location, younger people demand amenities in housing that exceed what our current buildings can provide. It is for them we come to you as the likelihood of those of us currently living here will never enjoy new construction.

This is our home. The majority of us either grew up in Bradenton or had lived here for years here before moving to Westminster. We live and shop locally. Unlike the vast majority of senior living communities, we enjoy the freedom of our downtown. We do not want to live in isolation as so many senior communities do. We are contributing members of this city as we pay our taxes and vote in our elections. The city not only benefits from the very presence of our residents, the city benefits from those who work in our community. Please do not take it away from us and them as well as future residents. I, with my husband, ask you to support the amendment to be presented on the 12th of February. Without this change, not only is our living here endangered so is the employment of our supporting team members, who number in the hundreds.

Respectfully,

Eileen Peacock Dunkle and Roy Douglas Dunkle

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Karen Taylor
Resident of Westminster Bradenton
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copied: Council, City Clerk

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Kendall Taylor

Kendall Taylor
Resident of Westminster Bradenton
President of the Resident Council
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copies: CC's Council

From: Tamara Melton
To: Greg DeLong
Subject: Fwd: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Tuesday, January 28, 2025 6:39:34 PM

Another one. Please disregard if Josh already sent the email to you.

Sent from my iPhone

Begin forwarded message:

> **From:** Josh Cramer <josh.cramer@bradentonfl.gov>
> **Date:** January 28, 2025 at 6:18:21 PM EST
> **To:** Corey Fortin <Corey.Fortin@bradentonfl.gov>, Tamara Melton <tamara.melton@bradentonfl.gov>
> **Subject: Fwd: [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws**
>
> FYI.
>
> Get Outlook for iOS
>
> ---
>
> **From:** sundoc@verizon.net <sundoc@verizon.net>
> **Sent:** Tuesday, January 28, 2025 5:58:19 PM
> **To:** Josh Cramer <Josh.Cramer@bradentonFL.gov>
> **Subject:** [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws
>
> You don't often get email from sundoc@verizon.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.
>
> Mr. Vice-Mayor
>
> Please support Westminster Bradenton’s request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.
>
> I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point

Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Peace,

William R. Clough

Resident, Westminster Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, Pirke Avot 2:21

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From: Lisa Moore
To: sundoc@verizon.net
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Wednesday, January 29, 2025 6:42:32 AM

Hello Mr. Clough,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 6:05 PM, sundoc@verizon.net wrote:

> You don't often get email from sundoc@verizon.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.

Councilwoman Moore,

Please support Westminster Bradenton's request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.

I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Gratefully,
William R. Clough
Resident, Westminster, Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, *Pirke Avot 2:21*

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From: Lisa Moore
To: Fred Longhi
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Proposed Amendment to Zoning Laws
Date: Wednesday, January 29, 2025 6:39:50 AM

Hello Mr. Longhi,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 4:12 PM, Fred Longhi <rvlonghi@gmail.com> wrote:

> You don't often get email from rvlonghi@gmail.com. Learn why this is important

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

Dear Ms. Moore,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Fred Longhi and my wife and I are two of more than 400 residents who call Westminster Bradenton home. My wife and I have been tax paying and voting residents of Manatee County since beginning high school here in 1960. I am a retired US Army Officer, having served over 20 years of active duty. There are many such resident veterans on our Wall of Honor here in our Shores Building.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, over 300 team members (employees), and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Fred Longhi
LTC, US Army (retired)
Resident of Westminster Point Pleasant

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From: Lisa Moore
To: Bill Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed amendment to zoning laws
Date: Wednesday, January 29, 2025 2:43:15 PM

Hello Mr. Murphy,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:34 PM, Bill Murphy <billsara62@gmail.com> wrote:

You don't often get email from billsara62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Bill Murphy. My wife and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and members of a local church. I volunteer locally 300 hours a year in this greater community, and I am a tax paying citizen. I am a retired military veteran, and served in the US Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Bill Murphy
22212th St. West
Bradenton, FL 34205

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From: Lisa Moore
To: Sara Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed Amendment to zoning laws
Date: Wednesday, January 29, 2025 6:40:12 AM

Hello Sara,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:06 PM, Sara Murphy <sarabill62@gmail.com> wrote:

Some people who received this message don't often get email from sarabill62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Sara Murphy. My husband and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and we are members of a local church. I volunteer locally 250 hours a year in this greater community, and I am a tax paying citizen. We were a military family and served in the United States Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically, including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Sara Murphy
Resident of Westminster Bradenton
222 12th St. West
Bradenton, FL, 34205

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3 February 2025

BRADENTON CITY COUNCIL
ATTN: Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

SUBJECT: Westminster Re-zoning Applications

We, the undersigned, are in favor of the Westminster applications to change the current density and building height zoning codes from T4 to T5.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough unit space in the greatly reduce size of the building, that resulted from imposing the current T4 zoning code instead of that used in the original zoning. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

We, the current residents of Westminster Point Pleasant are the FACES of Westminster. We employ 300 personnel, with annual salaries of $14.7 million, (many of whom are city citizens), we provide to Westminster over $35 million in revenue and pay over $510,000 in property taxes. Our residents also have completed over 11,000 hours of volunteer service to services organizations, churches, outreach facilities and medical organizations in the Bradenton area.

Again, we and the other 400 registered voters that live at Westminster request that you approve the three Westminster Point Pleasant zoning requests.

George M. & Annalisa Claxton
US Army (LTC ret)
1700 3rd Ave West, Bradenton, FL 34205

Bradenton City Council
Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

We are in favor of the Westminster application to change the current density and building height zoning codes to put them more in line with the zoning codes that were in place when the campus was built in the 1960's-1970's, over 50 years ago. We support Westminster's application for two community-wide reasons and many individual reasons.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants an affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough space in the greatly reduce size of the building, that resulted from imposing the current code instead of that used in the original building. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Furthermore, although the T5 zoning that exists in the areas adjacent to the current T4 zone permits significantly higher buildings, Westminster has stated they would self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new facilities in the rezoned property. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

Again, we and the other 400 current residents request that you approve the three Westminster Point Pleasant zoning requests.

P.S. Please, could you be considerate of our care and needs in our latter years. We can't see how more Seniors would affect the density, when most of us are using a walker or wheelchair!

Thank You,

Frederick H. Cornell

Maria G. Cornell

S-602

Frederick H. Cornell

Maria G Cornell

Carl Blesch
1700 3rd Ave W Apt 920
Bradenton, FL 34205

January 29, 2025

Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

Dear Mr. Brown:

I am a resident of the Westminster Bradenton continuing care retirement community, and I am writing to support an issue that is important to me and more than 400 of my fellow residents: properly zoning our Point Pleasant campus to accurately reflect the density that has existed here for more than 50 years.

I was surprised to learn from our management that a decade or so ago, a change was made that caused our campus to be zoned to a residential standard that allows considerably less density than applied when our buildings were first built. It is essential that the zoning standards accurately reflect what exists today, so we can improve our current facilities and add facilities that make our campus more safe, attractive and desirable for current and future residents.

My major concern is how the residential zoning currently assigned to us could make it impossible to replace our independent living units should a fire, weather event or other catastrophe cause damage that could not be economically repaired. Replacement buildings conforming to current residential zoning would not accommodate our population, thereby breaking existing relationships as Westminster relocated us to other campuses around the state.

Also, the age of our facilities means they don't have the kind of amenities that newer residents like me expect in a continuing care retirement community: spacious apartments, contemporary dining offerings and a greater variety of recreational and entertainment facilities. Management is planning for such amenities in future construction, but these are non-starters if we lack proper zoning.

I became a resident here seven years ago and have found the Westminster campus and the greater Bradenton community a welcoming place to live as a younger senior – I'm now in my early 70s. I look forward to Westminster providing a safe, secure and caring environment for me here in Bradenton as I age into my 80s and 90s. The City Council's rectifying our zoning situation will be a welcome step to help Westminster deliver on this promise.

Sincerely,

Carl Blesch

Gene Brown
Mayor

FEB 05 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

January 31, 2025

Dear Mayor Brown,

I want to voice my support for the proposed amendment to the zoning laws that will allow for increased building density at Westminster Bradenton.

My name is Constance Hill and I have lived at Westminster Bradenton for the past six years. My husband and I are originally from Tennessee. We had been looking for many years for a place to retire and had come to the decision that a continuing care community might be best for us. We looked in various cities and towns in Tennessee, Virginia and Texas and were making plans to visit Arizona when we found Bradenton through a Westminster Bradenton marketing advertisement. Once we saw the Westminster Point Pleasant independent living residences on Wares Creek (the Towers and the Shores), walked around the Point Pleasant neighborhood behind the Shores, and toured the Bradenton downtown, marina and Riverwalk areas, we knew we had found our retirement home.

We have made Bradenton our home and have supported local downtown businesses as well as other city and county businesses, have volunteered not only within our Westminster community but also in the Bradenton community, have voted on a regular basis (taking the time and making the effort to obtain as much information about the individuals running for various offices), and pay our fair share of taxes. Our Westminster Team Members, many of whom live as well as work in this area and send their children to school here as well as seeking further education for themselves, local vendors, contractors, repairmen, etc. also help support the local economy.

I understand that the initial zoning of Westminster, which allowed for the current multi-story buildings and appropriate density, was changed at some point to the current zoning which is more restrictive. No one I have spoken with can tell me why that change was made. Our buildings are getting older and new plans are being considered to meet the needs of a new generation of retirees seeking care in their senior years. This type of community provides an invaluable service for several hundred residents as well as providing employment for over 1000 people and needs to be able to grow in order to continue providing the services and employment that benefits so many and benefits Bradenton and Manatee County in so many ways. I believe Westminster can continue to be so in the future with upgraded and new buildings and encourage City Council to amend the zoning laws to allow for increased density.

Thank you,
Constance J. Hill
Resident of Westminster Bradenton
1700 3rd Ave W
Apt. 102
Bradenton, FL 34205

Constance J. Hill

1700 3rd Ave., W., Apt. 819
Bradenton, FL 34205
January 28, 2025

Mayor Gene Brown
and all Council Members
Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown and all Council Members:

My name is Margaret Daniel and I have lived at Westminster Point Pleasant Shores since 2014. My husband and I had at that time been on a wait list for Sunnyside CCRC in Sarasota when we had an opportunity to visit Westminster PP and loved the area due to its location to downtown with the library so close and so many other things within walking distance. I am sorry to hear that somewhere in the past the zoning density for Westminster was changed to a T4-O rather than T-5. My husband passed away three yrs. ago and I am still in independent living here as I love it.

I volunteer here as Floor Rep, have participated in reading of books for a 2nd grade class at Samoset Elementary, I'm a pen pal for a 3rd grader at Ballard Elementary School and volunteer at Bible Baptist Church in Bradenton helping during VBS, Joseph's Pantry and in the Nursery there. Also I have volunteered in the office at Realize Bradenton and helped to pick up trash along the road and Wares Creek.

We had moved to the Sarasota area in 1970 and at one time, I even worked at Mann and Fay, Attorneys here in downtown Bradenton. Eventually, I went to work in Sarasota as it was closer to where I lived at the time for Ferrell, Ferrell and Yetter, Attorneys. I finally was able to get a job with the Sarasota County School Board where I worked until I retired. During my working years, I also went back to school and obtained my Bachelor's Degree in Information Management with the University of South Florida transferring from Manatee Community College prior to that.

I was surprised to hear that at the last City Council meeting that some of the neighbors don't like us. I have walked through the neighborhood, spoke to people here and there and have never noticed any animosity towards us. This community provides a service that is needed as we all age. Even some of them may at some time need the type of help that is provided here. Westminster has to be able to maintain and upgrade these facilities as needed in the future.

Sincerely,

Margaret Daniel

Margaret Daniel
Resident of Westminster Bradenton

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Gary Hill and I am one off more than 400 individuals who call Westminster Bradenton home. For six years I have been an active member of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran who served in our military for nine years and I am also a United Methodist minister who cares a great deal about this community. It is extremely distressing to me that the neighborhood I enjoy walking, saying hello to the people I meet, appeared so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

Westminster is a good neighbor in this city, employing 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I respectfully urge the City Council to support thee amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Gary Hill, D.Min.
Resident of Westminster Bradenton

Maor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I am writing in support of the rezoning of the Westminster Point Pleasant properties to that which reflects the buildings that are currently in use. I am a resident of the Shores, which has been in this community since the 1970's.

I would like to suggest that rezoning the property will benefit you and the rest of this community. Everyone gets older or dies and there may come a day when you are seeking a place where you no longer have to mow your grass or repair your home. Or tomorrow you could be in an accident and need a place to rehab. Westminster is a premier place for people in this community when they need it.

You may be aware that it is hard to find a quality nursing home and this is going to become even more difficult as the population ages. We came to Westminster almost six years ago because my husband fell and broke his hip in downtown Bradenton. We looked at the places for rehab and Westminster had the highest--a 5-star rating. He was treated so well we decided to move to the Shores and make this our permanent home. He is now a permanent resident in the nursing home and we feel fortunate that he can be in such an excellent facility.

The residents here are active as long as they are physically able. We pay taxes, vote, and volunteer because this is our home for the rest of our lives. Our community includes retired educators, ministers, lawyers, business executives, realtors, and doctors, along with many others who have contributed to society for many years.

The buildings here are old and one day will need to be replaced. But if this rezoning does not occur, their replacements will not be able to house the current or future residents who would like to live in such a beautiful location and with the amenities offered to residents.

Please consider the long-term needs of this community and rezone this area so Westminster can continue to provide a wonderful place for residents to live. We all need a pleasant location to spend the rest of our lives.

Sincerely,

Betty L. Goerss

Betty L. Goerss

January 30, 2025

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

. Dear Bradenton City Council members.

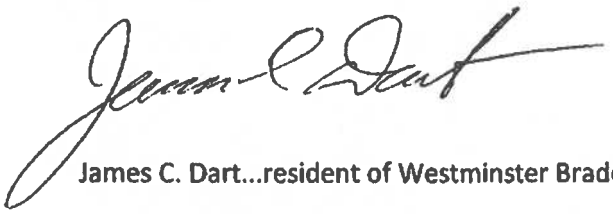
I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My names is James C. Dart, and I am one of more than 400 individuals who call Westminster Bradenton home. For almost 33 years I've been an active member in this area, supporting businesses, voting, volunteering, working and paying taxes.

I'm a veteran who served during the Vietnam conflict in late 60s.

I respectfully urge the City Counsil to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our great town

Sincerely,



James C. Dart...resident of Westminster Bradenton

222 12th street W. APT 201

Bradenton, Fl 34205

Proposed amendment on zoning laws

Dear member of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Jan Dart and I have lived on Anna Maria island for 31 years before I moved to Westminster Bradenton. I was a teacher for the Manatee County schools for 20 years, most of those years in Bradenton.

Here are some of the reasons why I think this amendment needs to pass:

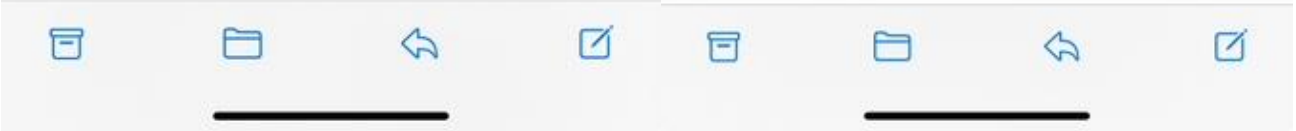
*Current zoning restrictions make it challenging to replace, repair or renovate for Westminster. We found out from the recent hurricanes that it is very possible to have irreparable damage and would have to rebuild. With the zone we live in now, we could not accommodate all Westminster residents who call Westminster their home. Plus population projections by 2030 for Florida's population over 65 at 25.5%.

*We are good neighbors and actively support the downtown area and frequently patronize local businesses, churches and organizations. Last year alone, Westminster residents logged approximately 1100 hours of volunteer service outside of Westminster. So we are very vital and active in the community.

*This amendment will ensure the continued vitality of Westminster Bradenton, supporting both the community and the city's economic and social fabric.

*Westminster Bradenton provides a wide range of essential services and support for the community, such as: independent living, assisted living, memory care, short-term rehabilitation, skilled nursing care, outpatient therapy, home care, pharmacy services and jobs for team members from the local community.

Therefore, I strongly urge the City Council to approve the amendment at your meeting on February 12th. This change will not only benefit the many who live, work and support Westminster Bradenton, but will also contribute to the overall growth and prosperity of our city.



Thank you for time and service as you decide your vote on such an important matter.

Sincerely,
Jan Dart
Resident of Westminster Bradenton
222 12th St W Apt 201
Bradenton, FL 34205

From: Lisa Moore
To: pp
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Zoning
Date: Wednesday, February 5, 2025 3:43:49 PM

Hello Kevin and Janet,

Thank you for your email. Because this item is quasi-judicial in nature, I am not able to discuss it before the meeting, but am copying staff to include your remarks in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 2:30 PM, pp <ksandjr@aol.com> wrote:

> You don't often get email from ksandjr@aol.com. Learn why this is important

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

Dear Councilwoman Moore,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be

presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

Kevin & Janet Life

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Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

January 30, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St.
Bradenton, FL 34205

Dear Mayor Brown,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

K Life
Kevin Life

Janet Life
Janet Life

From: Lisa Moore
To: Jo Ann Lovell
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Point Pleasant Zoning
Date: Wednesday, February 5, 2025 4:23:40 PM

Hello Jo Ann,

Thank you for your email. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am including staff so that they can include your comments to the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Feb 2, 2025, at 7:50 AM, Jo Ann Lovell <joannlovell@yahoo.com> wrote:

You don't often get email from joannlovell@yahoo.com. Learn why this is important

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

Dear Councilwoman Moore,

I'm sure you are aware of the Westminster Senior Living properties and the service the facility brings to older adults. Most members of the Point Pleasant community have deep roots in Manatee and Sarasota counties and add to the life of these communities. In addition, the facility employs some 1600 staff from the local community. Through the Westminster scholarship program, these employees have opportunity to develop additional skills contributing to the future of the wider community.

Westminster Point Pleasant is requesting the Bradenton City Commission to reinstate the zoning in place when the facilities were built. The current T-4 status does not reflect the reality of the existing facility and doesn't allow for replacement/enhancement of buildings on the current campus. The original status, T- 5, needs to be reinstated.

Your support is appreciated as our residents continue to live out their lives knowing the future of Point Pleasant is possible.

Sincerely,
Jo Ann Lovell
JoAnnLovell@yahoo.com
1700 3rd Ave W Apt 222
Bradenton, FL 34205

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.

January 30, 2025

Dear Members of the Bradenton City Council,

I support the amendment Westminster Bradenton has proposed to increase building density. I am just one of the 400+ residents who call this place home. Many of us have taken an active role in our community, volunteering to work with children/reading programs, helping at the libraries, working at the Market and working to keep our property beautiful.

I was a labor and delivery. RN for 28 years at Manatee Memorial. My husband was a Marine and my son a paratrooper. My husband's ashes rest in the National Cemetery. He was a small business owner. I am 78, a senior citizen, a volunteer, and a voter.

I respectfully ask the City Council to support the amendment that will be presented at the February12th meeting. Thank you for considering our perspective.

Sincerely,

Resident of Westminster Point Pleasant
3315 4th Ave. W. Apt. 324
Bradenton, Florida 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Richard G Matheson
222 12th St. W. – Apt 102
Bradenton, FL 34204

1/28 2025

Mayor Gene Brown & Members of the Citify Council

As a10-year resident of "Downtown" Bradenton, I am writing to enlist you support to act positively and appropriately regarding the Westminster communities of Florida Corrected Zoning Petition to correct current unintended errors and restrictions currently contain in the city zoning City records that prejudicially affect the zoning on the property currently used by Westminster Communities in the downtown footprint.

The Westminster Community is my home and I share it with almost 400 senior Bradenton citizens. We Vote locally. We Shope local. We Dine locally. We are good law abiding and quiet neighbors and we love our home town and desire nothing but success and prosperity for the place we call home.

I am a 13-year US Coast Guard Veteran and a 30-year commercial airline pilot and have in lived in retirement in Florida for over thirty years with more than 20 of those years in Manatee County and Bradenton.

Please support the zoning amendment corrective action for the Westminster Community which you will consider on 12 February with a positive vote for the change petitioned.

Thank you.

Most Sincerely,

Richard G. Matheson

Richard G Matheson

January 30, 2025

Mayor Gene Brown and Members of the Bradenton City Council,

I support the restoration of the T5 Zone designation to the Westminster Bradenton property.

My name is Patricia Paul. I am one of more than 400 people who reside at Westminster Bradenton. I am a voter, a tax payer, and contribute to the prosperity of the Bradenton community.

Restoring the zoning density and building heights to the same requirements as those that existed when the buildings were built over 50 years ago would allow Westminster Bradenton to create and/or restore existing buildings to 21st century requirements. With updated buildings Westminster would be a greater asset to Bradenton. Newer buildings would enable Westminster to continue to attract residents that would contribute taxes, talents and prosperity to the Bradenton community.

Sincerely,

Patricia W. Paul
Resident of Westminster Bradenton
1700 3rd Ave West
Apartment 106
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

From: Lisa Moore
To: Barry Phelps
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Support for Westminster Amendment Feb.12
Date: Wednesday, February 5, 2025 4:00:35 PM

Hello Mrs. And Dr. Phelps,

Thank you for your email and your continued service to our wonderful community. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am copying staff so that your comments can be included in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 7:38 PM, Barry Phelps <cbphelps71@gmail.com> wrote:

You don't often get email from cbphelps71@gmail.com. Learn why this is important

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

Dear Ms Moore:

When we moved to Bradenton almost 12 years ago and became members of the Westminster Community our goal was to be active walkers in this delightful part of the city.

We could walk to church (FPC), walk to the public library for classes and read all sorts of books. We became financial contributors to the "Friends of the Library", walk the River Walk, even walk to doctors and Quest. Weather permitting, I walk to my hairdresser.

One of our favorites is our regular twice weekly walks to breakfast at Robbins Downtown on Old Main.

Local volunteering became an important of enjoying and GIVING BACK to

Bradenton. This includes:

Giving information to visitors at the weekly market at the Realize Bradenton Booth (and supporting them financially)

Working at the twice weekly pantry at our church

Being a pen pal to students at Ballard Elementary

Taking tickets at the Blues Festival

Getting ready for 5th year of Dive Into Reading (held at O'Bricks) for local children needing some extra help with reading

Participating in several "Keep Manatee Beautiful" clean up events

Donating frequently to local charity-based thrift shops like HOPE CHEST & ST VINCENT DE PAUL and patronizing Women's Resource center UNIQUE BOUTIQUE.

We are fully integrated into this community having voted in every local election and therefore we feel that we not only have the right but the obligation to ask you, our elected officials, to support that which will be presented to you on February 12.

Yours truly,

Catherine Phelps M.S. Principal American School SA

Barry Phelps Ph.D Penn State Engineering Prof. Emeritus

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January 27, 2025

Dear Members of the Bradenton City Council:

I have been a member of the Westminster Point Pleasant community in Independent Living since June, 2023. I very much want to remain in this community in the city of Bradenton at this location.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on 2/12. This change will not only benefit me but will also significantly contribute to the overall diversity and continuity of care for the development planned in the downtown community.

Thank you, Sincerely,

Resident of Westminster Bradenton
Towers 420
1533 4th Avenue West
Bradenton Florida 34205

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Richard Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I am a veteran and served in the Navy for 20 years.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Richard Uttich

Richard Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Roberta Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

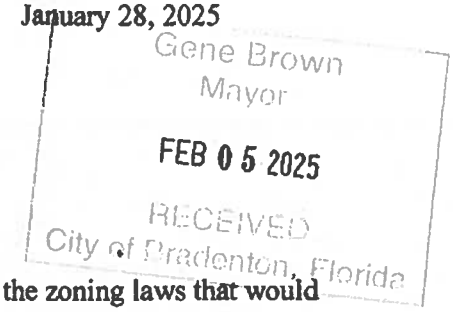
Thank you for considering our perspective.

Sincerely,

Roberta Uttich

Roberta Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

1700 3rd Ave. W
Apt. 1020
Bradenton, FL 34205
January 28, 2025



Mayor Gene Brown
Bradenton City Council
City Hall
Bradenton, Fl

Dear Mayor Brown,

I am writing to tell you that I support the proposed amendment to the zoning laws that would increase the current zoning density so that Westminster Communities can build appropriate buildings to house and ensure the well-being of its current and future residents. It is my understanding that when the area was last zoned, some sort of error was made so that Westminster Point Pleasant was included in the residentially zoned area instead of the zoning density that applied when the buildings here were built. Certainly the Zoning Board could not have intentionally reduced the approved density of buildings that already existed on the site, and had been there for about 50 years.

I have been living in the Shores Building for over three years, having moved here from Lakewood Ranch. I am an active, engaged, senior, who regularly votes. I also contribute hours of volunteer time, both in the City of Bradenton as well as in my immediate community. I also have a daughter who lives nearby who might want to come to live here at some point. I have been a resident of Manatee County for six years, having moved here from Pinehurst, NC, where I retired after 30 years working in the federal government as a writer, attorney and member of the Senior Executive Service. I moved here because I liked the idea of living in a Continuous Care Retirement Community in a small city where I would have walkable access to restaurants, shops, and other amenities, especially the beautiful Riverwalk, all of which I use regularly.

It was extremely distressing to me to learn that the neighborhood I enjoy walking in, saying hello to the people as I pass by, appeared to be so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

However, under the current zoning limits, these buildings could not be rebuilt to house the same number of people if it were necessary to do so. Nor is it possible for Westminster to build new buildings to house us in in the event that the current buildings would have to be razed for safety reasons. In fact, without the ability to improve its facilities, it is entirely possible that Westminster Point Pleasant would have to relocate to a more hospitable location. This would be a great shame because Westminster Communities of Florida got its start right here in Bradenton over 70 years ago.

As I am sure you know, Westminster is a good and valuable neighbor in this city. Our facility pays a substantial amount in property taxes. It employs about 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I believe that at this point, Westminster Communities would like to focus on our Bradenton Campus to create a premier attractive, upscale Retirement Community that would be an even greater asset to the city and would continue to bring more active, and financially able residents who would support the city's own efforts to modernize the infrastructure and improve the local amenities. This can only happen if the current misapplied zoning designation is corrected.

Sincerely yours,

Ruth Walker Robinson, Esq.

January 26, 2025

Dear Members of the Bradenton City Council,

We support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

We are Marcia and Robert Schleif and are one of more than 400 individuals who call Westminster Bradenton home. We have lived here for 12 years. We have been active members of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran and served in the US Army for 3 years.

We volunteered with Realize Bradenton for 8 years including with two Blues Festivals.

We respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Marcia Schleif Robert Schleif

Marcia and Robert Schleif

Residents of Westminster Bradenton

1700 3rd Ave. W #1004

Bradenton, FL 34205

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: 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 TOTALLING APPROXIMATELY 15.9 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.

SUGGESTED ACTION: Motion to adopt Ordinance 4036 subject to verification of the legal description.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Katie LaBarr, Stantec Consulting Services Inc., Agent for Presbyterian Retirement Communities, has submitted a request for a map amendment to the Comprehensive Plan for parcels listed in the Ordinance, generally located north of Manatee Avenue West and east of Wares Creek. The parcels are currently designated as High Density Residential (RESHIGH). The applicant is requesting a change in the designation to Urban Central Business District (UCBD).

This request is dependent upon approval of a text amendment under Ordinance No. 4035 that will allow map amendments that increase residential density within the Coastal High Hazard Areas, consistent with State Statutes. This item will be heard concurrently with a zoning map amendment for the same area under Ordinance No. 4037.

The Planning Commission heard this request at the January 15, 2025, meeting. A motion for approval failed on a 2-2 vote.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:

Motion to adopt Ordinance 4036 subject to verification of the legal description.

ATTACHMENTS:
Ordinance 4036
Development Agreement
Staff Report
Application
Applicant Narrative
Planning Commission Minutes
Letters of Opposition Prior to Second Reading
Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

ORDINANCE NO. 4036

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 TOTALLING 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.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and,

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and,

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City

and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and,

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (the "LPA") for the City of Bradenton; and,

WHEREAS, Presbyterian Retirement Communities, Inc. (the "Applicant") owns the properties identified by Manatee County Parcel IDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000, more particularly described in the attached Exhibit "A", consisting of approximately 15.9 acres (collectively the "Property"); and,

WHEREAS, Stantec Consulting Services, Inc. agent for Applicant, initiated the subject petition to amend the Future Land Use Designation for the Property from High Density Residential to Urban Central Business District (the "Amendment"); and,

WHEREAS, the LPA and the City Council have in the preparation of the Amendment to the City's Comprehensive Plan performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, work-shops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and,

WHEREAS, the City of Bradenton's LPA held a public hearing on January 15, 2025, to consider the proposed Amendment; and,

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, was unable to make a determination as to whether the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan; and,

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 163.3187(2), Florida Statutes, held on August 13, 2025 after proper notice, and finding the proposed Amendment meets the requirements of Section 163.3187(1), Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described herein.

2. The Future Land Use Map of the City of Bradenton Comprehensive Plan is hereby amended, changing the designation of the Property from High Density Residential to Urban Central Business District.

3. The Amendment and the Property shall be subject to that binding Development/Mitigation Agreement between the Applicant and the City, as approved by the City Council concurrent with the Amendment, and

attached hereto as Exhibit B.

4. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by the Community Planning Act, Sections 163.3161 through 163.3233, Florida Statutes, and this Ordinance. Except to the extent as amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

5. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. This Ordinance adopting the Amendment shall become effective, as provided by Florida law, and subject to Ordinance 4035 becoming effective.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST, 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

LEGAL NOTE

I hereby certify that I have approved the form of this Ordinance No. 4036.

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission:	January 15, 2025
City Council First Reading:	February 12, 2025
City Council Second Reading:	August 13, 2025

EXHIBIT "A"

Parcel ID: 3346800000
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER RIVERSIDE

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING Pl#33468.0000/0

Parcel ID: 3346600004
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SHY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB;

THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) Pl#33466.0000/4

Parcel ID: 3373700008
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 9,10,11,12 & 13, OF EA VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NEl/4 OF SEl/4 & PARTLY IN LOT 4 US OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE WAS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FTTO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMO PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THEN LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO AC. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), Pl#33737.0000/8

Parcel ID: 3373500002
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MINE 234 FT TO THEN LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SECOR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BORY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SECOR. (1651/6744) Pl#33735.0000/2

Parcel ID: 3373300007
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MINE 234 FT TON LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH EONS SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SECOR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) Pl#33733.0000/7

Parcel ID: 3352500109
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER SHORES

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF SC UPHAM REC IN DB GP 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; THE 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLINGS 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THEE BY THEW LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM

THE SW COR OF B H POPES PROP, & ON THEW BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, Pl#33525.0010/9

Parcel ID: 3337900059
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA ASBURY TOWERS

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF HG H REEDS SUB; TH W BDRY LN OF THEE 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS, VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF &
ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE Wl/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE WAND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST WA DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC WA DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE WAND 16TH ST W); TH EA DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE Wl/2 OF LOT 2 BLK A OF HG H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THEE LN OF SD Wl/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD Wl/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 PG 806, LESS THE 51/2 OF THEE 90 FT & LESS THE 51/2 OF THEW 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT

FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THENS 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE Sl/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7,

BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST WAND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE WA DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THEN BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207 /156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THEW LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALGA LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE

El/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE WAND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST WA DIST OF 144.88 FTTO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC WA DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE WAND 16TH ST W); TH EA DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546
DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. Pl#33406.0010/9

Parcel ID: 3338800000
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK CREED SUB Pl#33388.0000/0

Parcel ID: 3339000006
Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

Description: LOT 4 BLK CREED SUB Pl#33390.0000/6

Parcel ID: 3339500109
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE FOLLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UP HAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THEE LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. Pl#33395.0010/9

Parcel ID: 3340910052
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB,

DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FTTO NW COR OF LOT 3; TH RUNE 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUNS AND PARALLEL TO THEE LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALGA LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), Pl#33409.1005/2

Parcel ID: 3335100059
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THEW R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THEW R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S DO DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN DO SEC W ALG SD LN, A DIST OF 27.92 FTTO THEN R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED BUSINESS #6668 MARKING THEN R/W LN SD MANATEE AVE WAT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALGA SEAWALL
AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH AC/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH AC/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THEW R/W LN OF 15TH ST WAND 115 FT WLY
THEREOF, A DIST OF 330.99 FTTO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) Pl #33351.0005/9

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Development Agreement**") is made and entered as of this ____ day of _____, 2025, by and between **CITY OF BRADENTON**, a Florida municipality, whose address is 101 Old Main Street West, Bradenton, Florida 34205, (the "**CITY**") and **PRESBYTERIAN RETIREMENT COMMUNITIES, INC.,** a Florida corporation, whose address is 80 West Lucerne Circle, Orlando, Florida 32801 (the "**LANDOWNER**").

WITNESSETH:

WHEREAS, Landowner intends to redevelop parcels of real property located adjacent to Ware's Creek currently containing 401 equivalent dwelling units ("EDUs") consisting of independent living units, assisted living beds and skilled nursing care beds, all of which were approved on the original 11 acres owned by the Landowner; and

WHEREAS, Landowner currently holds legal and equitable title to 15.85 acres (the "Property") which Property is more particularly described in Exhibit "A", and

WHEREAS, the City and the Landowner are collectively the "Parties" to this Development Agreement; and

WHEREAS, the Landowner is requesting an amendment to the Property's Future Land Use Classification, per the City's Comprehensive Plan ("Comprehensive Plan") from High Density Residential to Urban Central Business District which allows for a maximum density of 40 EDU's per acre; however, the Landowner is not requesting the maximum density; and

WHEREAS, on January 26, 2024, the Landowner submitted an application for a Comprehensive Plan Amendment, including both map and text amendment, along with an application to rezone the Property from the T-4 zoning district to the T-5 zoning district. The proposal submitted by the Landowner would change the Future Land Use classification to Urban Central Business District, which would authorize a total of 537 EDUs on the Property; and

WHEREAS, the Landowner has disclosed to the City staff, the City Attorney, and the City Council that the proposed project will be developed in phases over an extended period of time; and

WHEREAS, the City Council acknowledges that the above-referenced disclosure has been made; and

WHEREAS, since a portion of the Property is located within the Coastal High Hazard Area, the Landowner is required to address hurricane evacuation criteria for the adopted level of service as measured on the Saffir-Simpson Scale for a Category 5 storm as set forth in §163.3178(8)(a), Florida Statutes; and

WHEREAS, Section 163.3178(8)(a)3., Florida Statutes, requires that a local government and developer enter into a binding agreement to memorialize the mitigation plan for any increase of density in the Coastal High Hazard Area; and

WHEREAS, Policy 5.3.1.2 as adopted in Ordinance 4035 requires that the Development Agreement include a binding conceptual site plan (the "Conceptual Site Plan") and any required mitigation plan for hurricane evacuation, consistent with Section 163.3178(8)(a), Florida Statutes; and

WHEREAS, it is the intent of Landowner, in good faith, to enter into this binding development agreement whereby Landowner shall commit to appropriate mitigation for hurricane evacuation in the event of a category 5 storm event as measured on the Saffir-Simpson Scale as set forth in Section 163.3178(8)(a); and

WHEREAS, the State of Florida requires mandatory hurricane evacuation plans for institutions which contain skilled nursing care beds and assistant living facility beds; and

WHEREAS, the Landowner currently has in place an evacuation plan which complies with both local Public Safety and State standards for mandatory evacuation required for its skilled nursing care beds and assisted living facility beds in the event of a mandatory evacuation; and

WHEREAS, the Landowner currently has a protocol in place which requires all independent living residents to provide the facility with the resident's personal evacuation plan; and

WHEREAS, the Landowner will provide assistance to any independent living residents who require assistance to evacuate; and

WHEREAS, the Landowner will provide appropriate offsite shelter capacity, if needed, for independent living residents to shelter during such hurricane events; and

WHEREAS, Florida Statute also requires landowners that provide facilities for skilled nursing care beds and assisted living beds to equip those buildings with generators to maintain power to the buildings which house those category of residents; and

WHEREAS, the Landowner has committed that all new buildings constructed on the Property will meet a recognized Green Building Standard as well as federal, state and local construction standards which will mitigate impacts of these facilities due to a storm event; and

WHEREAS, the City's approval of the Landowner's request recognizes that the number of (EDUs located within the Coastal High Hazard Area may increase from the 401 EDUs currently existing on the Property; and

WHEREAS, the Landowner's requested Future Land Use Map amendment would allow for an increase in overall project density increase to 537 EDUs on 15.8 acres, with the additional 137 EDUs intended to be Independent Living Units (ILUs). Some of these EDUs are likely to be constructed (or reconstructed) within the CHHA;

WHEREAS, in addition to providing compliance with Section 163.3178(8)(a), the City has requested and the Landowner has agreed to provide a framework for addressing traffic concerns during construction and for addressing its proportionate share of the cost of infrastructure improvements completed or planned by the City which would benefit the Landowner during the site improvement plan process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals True and Correct.** The Recitals set forth above are true and correct and are incorporated by reference as if fully set forth herein.

2. **Description of the Development**. The Property shall be developed in substantial compliance with the Conceptual Site Plan attached hereto as Exhibit "B" (the "Project"). The Conceptual Site Plan is subject to the following:

(a) Based upon the existing acreage (15.85 acres), a total of 537 EDU's may be constructed on the Property. These units will consist of a maximum of 237 skilled nursing beds and assisted living beds (calculated as 79 EDUs based upon 1 EDU equals 3 beds) and 458 independent living units (DU/EDUs). The units may be located within the CHHA portions of the Property, provided the total number of EDUs does not exceed 537, and the number of EDUs in each phase is substantially consistent with the Conceptual Site Plan.

(b) That the maximum permitted height of any new building constructed on the Property shall not exceed 12 stories which includes two stories of parking, and subject to compliance with the bonus height requirements of the Land Use Regulations;

(c) All new buildings constructed on the Property will be constructed to a recognized Green Building standard

(d) The Landowner shall comply with all provisions of the mitigation plans for hurricane evacuation of the skilled nursing beds and assisted living beds attached as Exhibit "C". Any amendment to the mitigation plan shall be subject to administrative approval by the City to ensure compliance with state and federal regulations, except for changes that may be required by the State of Florida and/or the Manatee County Public Safety Department.

(e) The Landowner shall comply with all provisions of the hurricane evacuation protocol for independent living residents attached as Exhibit D. Any amendment to the evacuation protocol shall be subject to the administrative review of the City.

(f) Notwithstanding the foregoing, the Landowner acknowledges and agrees that the development of the Project as described herein shall require additional development approvals, including without limitation a rezone of the Property from T-4 to T-5, site improvement permit(s) and building permits, and nothing contained in this Development Agreement shall be deemed an authorization of any future required approvals. The Project shall be subject to all applicable development standards.

3. **Ownership of Land Subject to Development Agreement**. A legal description of the land subject to this Development Agreement (i.e., the Property) is attached hereto as Exhibit "A". The current legal and equitable owner and developer of the Property is Presbyterian Retirement Communities, Inc.

4. **Traffic Management Requirement.** As part of each Site Improvement Plan for the Project or portion thereof, and prior to the submittal of building permit applications, the Landowner shall submit a traffic management plan for the routing and scheduling of construction traffic associated with the construction, for City approval. The traffic management plan shall be designed to decrease impacts of said construction traffic on adjacent properties through such techniques as limitations on use of specific sections of roads, established hours and days of construction deliveries and activities, and on-site traffic management.

5. **Water and Sewer Infrastructure.** As part of each Site Improvement Plan for the Project or a portion thereof, the Landowner shall be required to demonstrate that the infrastructure for delivery of water and removing sewage from the Property is in place and has capacity for any units in excess of the existing 401 EDU's. The Landowner acknowledges that it

will either be required to provide the required infrastructure for the Project or will participate in a City-initiated infrastructure improvement where it will be required to pay its proportionate share of the cost of improvements needed to serve the Project.

6. **Disclaimer of Joint Venture**. Landowner and City represent that by the execution of this Development Agreement, it is not the intent of the Parties of this Development Agreement be construed or deemed to represent a joint venture, undertaking between City or Landowner, or either with any third party. While engaged in carrying out and complying with the terms of this Development Agreement, Landowner is an independent principal and not a contractor or an officer or employee of the City, and Landowner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

7. **Successors in Interest**. The obligations of this Development Agreement shall be binding upon, and the benefits shall inure to, all successors in interest to the Parties to the Development Agreement including all mortgagees for the Property. Notwithstanding anything in this Development Agreement to the contrary, the City shall have no responsibility or liability for any obligations of Landowner under this Development Agreement and the City does not assume any obligations to or from or for Landowner.

8. **Amendments**. All amendments to this Development Agreement, including any such amendments extending the term of the Development Agreement, shall be ineffective unless reduced to writing, approved by the City Council, and executed by the City and Landowner. Amendments to this Development Agreement or Conceptual Site Plan, including modifications to incorporate additional adjoining lands that may be acquired by the Landowner, shall not be required to be processed as an amendment to the Comprehensive Plan, unless such amendment would increase the total number of EDUs on the Property by more than 40 additional EDUs or would alter the mitigation protocols described in Sections 2(d) and 2(e) herein.

9. **Recording of this Agreement**. The Landowner shall record this Development Agreement in the Public Records of Manatee County and provide the original recorded Development Agreement to the City no later than fourteen (14) days after the execution of this Development Agreement by all Parties. Landowner shall bear the expense of recording this Development Agreement.

10. **Applicable Law and Venue**. This Development Agreement shall be construed, and the rights and obligations of the Parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida, unless prohibited by law.

11. **Severability**. In the event any term or provision of this Development Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision will not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Development Agreement; provided, however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

12. **Entire Agreement**. This Development Agreement constitutes the entire agreement between the Parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the Parties unless they are in writing signed by the Parties and executed in the same manner as this Development Agreement.

13. **Parties Drafted Equally**. The City and Landowner agree that each party played an equal and a reciprocal part in drafting this Development Agreement. Therefore, no provision of this Development Agreement shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

14. **Notices**. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and address as follows:

To Landowner: Presbyterian Retirement Communities, Inc.
80 West Lucerne Circle
Orlando, Florida 32801
Attn: Henry Keith, CEO

With a copy to:	Dye Harrison Knowles Kirkland Pratt & DePaola, PLLC 1206 Manatee Avenue West Bradenton, Florida 34205 Attn: Stephen R. Dye, Esq.
To City:	City of Bradenton 101 Old Main Street West Bradenton, Florida 34205 Attn: Mayor
With a Copy to:	Scott Rudacille, Esq. Blalock Walters, P.A. 802 11th Street West Bradenton, Florida 34205

15. **Survival of Warranties, Representations**. The warranties, representations, covenants and obligations of the Parties hereto shall be binding upon the Parties and their respective successors in interest.

16. **Effective Date**. This Development Agreement shall become effective upon the recording of a fully executed original of this Development Agreement in the Public Records of Manatee County, Florida, as provided in Section 9 hereof;

17. **Termination**. This Development Agreement shall remain in effect for the duration of the Project, unless terminated by written agreement of the Parties, or their successors in interest.

18. **Force Majeure**. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, epidemic, or other like cause beyond the reasonable control of the party obligated to perform. The foregoing shall not relieve the Developer of its obligations to carry out the provisions of the emergency plans and protocols described in Exhibits "C" and "D".

IN WITNESS WHEREFORE, the Parties hereto have executed this Development Agreement the day and year first above written.

"CITY"

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

By:_____
Name: Gene Brown
Title: Mayor

ATTEST:

_____
City Clerk

"LANDOWNER"

Signed, sealed and delivered in the presence of:

PRESBYTERIAN RETIREMENT COMMUNITIES, INC., a Florida Not for Profit Corporation

_____
Name:_____

By:_____
Name: Hank Keith
Its: CEO

_____
Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Hank Keith as CEO of Presbyterian Retirement Communities, Inc., a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

LIST OF EXHIBITS

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Binding Conceptual Site Plan

EXHIBIT "C"

MitigationEvacuation Plan Skilled Nursing

EXHIBIT "D"

Mitigation Evacuation Plan Independent

Stantec

Legal Descriptions (Source: Manatee County Property Appraiser)

Parcel ID: 3346800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SELY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) PI#33466.0000/4

Parcel ID: 3373700008

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 9,10,11,12 & 13, OF E A VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NE1/4 OF SE1/4 & PARTLY IN LOT 4 U S OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE W AS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FT TO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMD PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THE N LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO A C. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), PI#33737.0000/8

Parcel ID: 3373500002

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MIN E 234 FT TO THE N LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SE COR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BDRY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SE COR. (1651/6744) PI#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MIN E 234 FT TO N LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH E ON S SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SE COR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF S C UPHAM REC IN DB G P 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; TH E 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLING S 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THE E BY THE W LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THE W BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, PI#33525.0010/9

Parcel ID: 3337900059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF H G H REEDS SUB; TH W BDRY LN OF THE E 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS, VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE W1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE W1/2 OF LOT 2 BLK A OF H G H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 P G 806, LESS THE S1/2 OF THE E 90 FT & LESS THE S1/2 OF TH E W 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THEN S 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE S1/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST W AND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE W A DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THE N BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THE W LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALG A LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE E1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. PI#33406.0010/9

Parcel ID: 3338800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK C REED SUB PI#33388.0000/0

Parcel ID: 3339000006

Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

Description: LOT 4 BLK C REED SUB PI#33390.0000/6

Parcel ID: 3339500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE F0LLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THE E LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052

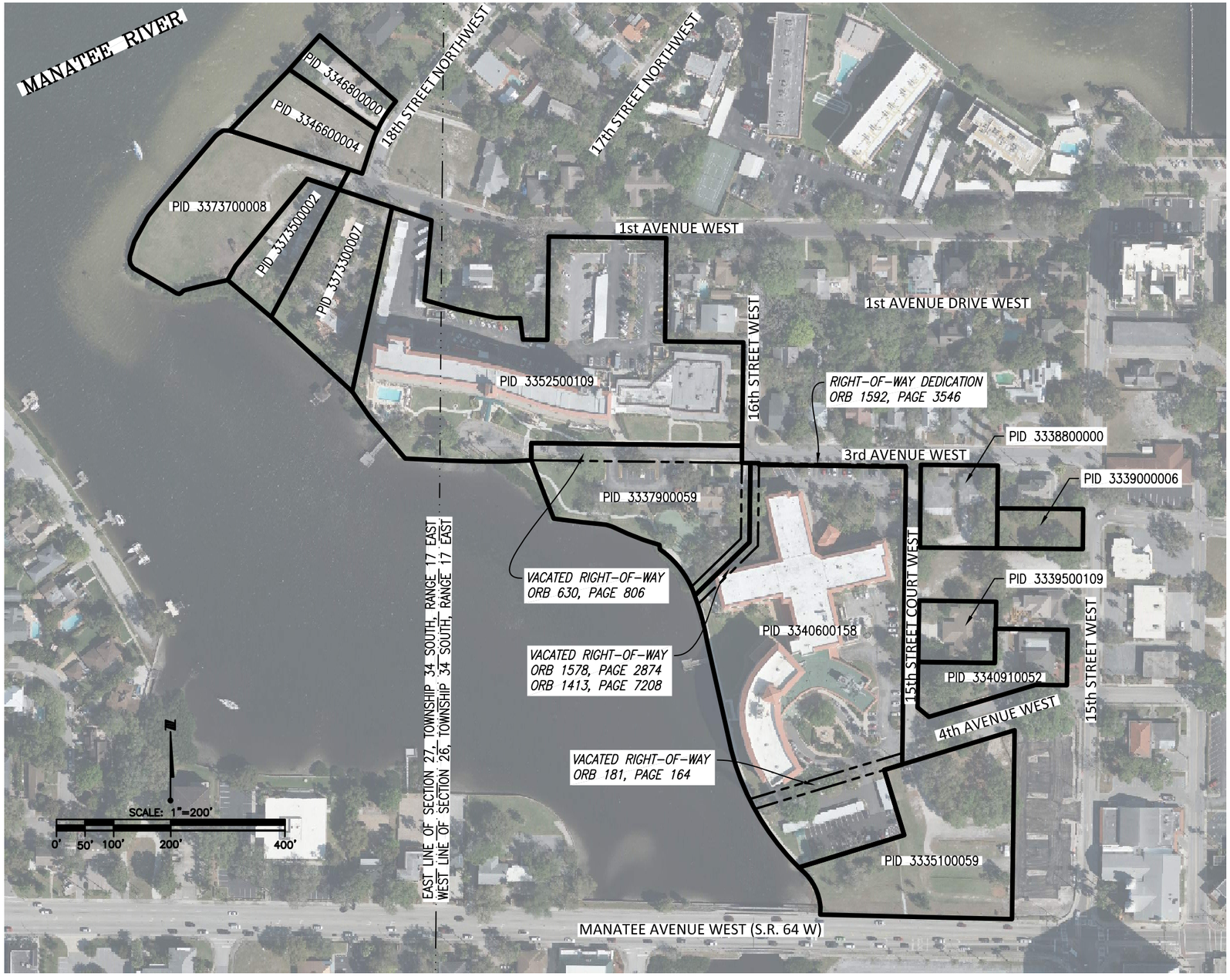
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FT TO NW COR OF LOT 3; TH RUN E 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUN S AND PARALLEL TO THE E LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALG A LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THE W R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THE W R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S 00 DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN 00 SEC W ALG SD LN, A DIST OF 27.92 FT TO THE N R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED BUSINESS #6668 MARKING THE N R/W LN SD MANATEE AVE W AT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALG A SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH A C/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH A C/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THE W R/W LN OF 15TH ST W AND 115 FT WLY THEREOF, A DIST OF 330.99 FT TO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) PI #33351.0005/9



REV NO.	REVISION	DATE	DRAWN BY	EMP. NO.

Jan 26, 2024 – 10:38:23 EDMEJIA|\\Us0227-ppfss01\shared_projects\215617665\survey\drawing\215617665v-spex01.dwg

CLIENT:

ACTIVITY	INITIALS	EMP. NO.	DATE	
DRAWN BY:	EDM		01/26/24	
CHECKED BY:	SE		01/26/24	
COMPUTED BY:	EDM		01/24/24	

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • *Fax* 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

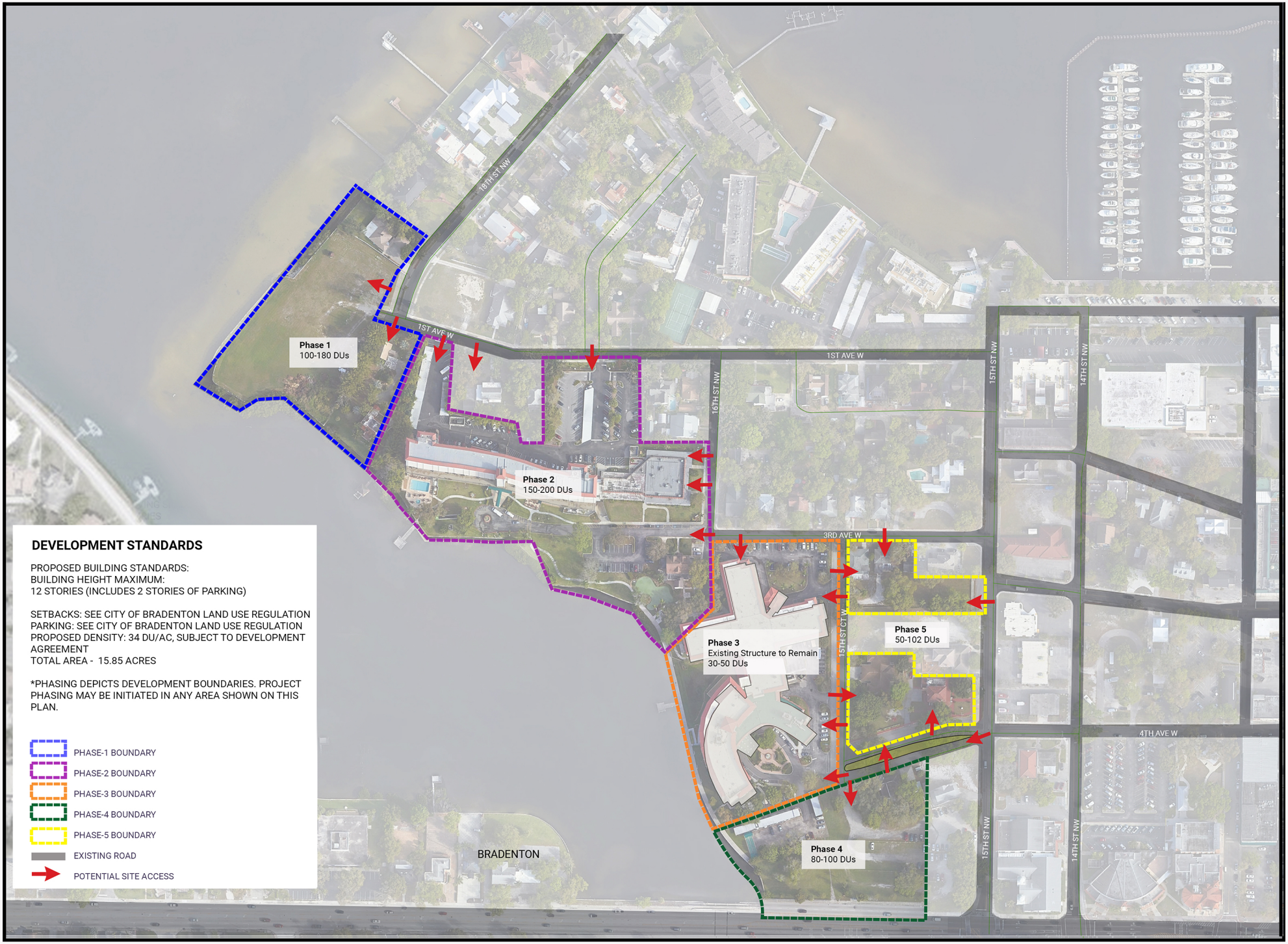
DATE:	HORIZONTAL SCALE:	VERTICAL SCALE:	SEC: TWP: RGE:	FIELD BOOK:	FIELD BOOK PAGE:
01/26/24	1" = 200'	N/A	26&27-34S-17E		

TITLE:

EXHIBIT OF

TRACTS OF LAND LOCATED IN SECTIONS 26 & 27, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

TASK:	PROJECT NO.:	SHEET NUMBER:	DRAWING NUMBER:
	215617665	1 OF	215617665v-spex01



Stantec

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WESTMINSTER POINT PLEASANT

CONCEPTUAL SITE PLAN

July 2025

Stantec Conculting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

N

0 500 1,000

WESTMINSTER COMMUNITIES OF FLORIDA MANAGEMENT

Independent Living Facility Protocol for Evacuation from Coastal High Hazard Areas

STANDARD:

The standard of Westminster Communities of Florida is to care for residents who rely on our care in the event of natural disaster. Part of our plan is to shelter and assist in the event of hurricane, other disaster, or evacuation, as appropriate. Westminster Communities of Florida follows all local, state and federal regulations. Residents will be assisted with evacuation based on their level of care and needs.

GUIDELINES:

1. Each community evacuates based on their flood zone determination (ABC) and/or County Order.

2. Independent living residents

    a. Residents are educated on disaster preparation and evacuation planning each year.

    b. Independent Living Residents complete a personalized evacuation plan each year based on their individual need and wishes. It is the resident's responsibility to develop this plan and keep it current.

    c. The Executive Director begins communication of impending storms or conditions that may require evacuation through multiple forms of communication including but not limited to meetings, call-em-all, email, My WLife electronic notification system, etc.

    d. Residents are notified by Executive Director of County Orders to evacuate and directed to implement their plan to evacuate as soon as possible after the Order is given.

    e. Westminster recognizes that unanticipated situations can negate the individualized evacuation plan. When this happens:

        i. The resident notifies the community that their plan cannot be implemented.

        ii. The resident will be assisted by community staff to evacuate.

        iii. Several options for assistance include:

            1. Assist in arranging transportation out of evacuation zone.

            2. Assisting to identify alternate safe location for the evacuating resident.

            3. Accommodation at another Westminster Communities place of refuge.

            4. Evacuating with a higher level of care (Skilled Nursing or Assisted Living) when appropriate and feasible.

    f. Upon notification of the lifting of a County evacuation order, and after community deemed safe by the Executive Director, Independent Living Residents will be notified and assisted to return as necessary.

Public Safety Department
Manatee County Emergency Management
P.O. Box 1000
Bradenton, FL 34206-1000
Phone: (941) 749-3500
www.mymanatee.org/emergency

November 02, 2023

Westminster Point Pleasant Assisted
1533 4TH AVE W
BRADENTON, 34205

Application : CEMP2311-0046

Dear ,

The Manatee County Emergency Management has completed a review of the Comprehensive Emergency Management Plan submitted for your facility. The plan is **approved** as meeting the requirements of §400.441, Florida Statute and Chapter 58A-5 – Florida Administrative Code for assisted living facilities.

As required by Code and Statute, the next review date is one year from the above date. Should you have any questions or require additional information, please feel free to contact me at (941) 749-3500 ext. 1677.

Sincerely,
Joel Richmond
Emergency Management Coordinator
(941) 749-3500 ext. 1677

JAMES SATCHER * AMANDA BALLARD * KEVIN VAN OSTENBRIDGE * MIKE RAHN * RAY TURNER * JASON BEARDEN * GEORGE KRUSE
District 1 District 2 District 3 District 4 District 5 District 6 District 7

WESTMINSTER POINT PLEASANT DISASTER PLAN

COMPRESHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

I. INTRODUCTION

A. Basic Information

1. Westminster Communities of Bradenton,
Westminster Point Pleasant
Nursing Center and Assisted Living
1533 4th Avenue West
Bradenton, FL 34205
Phone: 941-747-1881
Fax: Administration 941-749-6657

2. Owned by:

Presbyterian Retirement Communities
80 W. Lucerne Circle
Orlando, FL 32801
Phone: 1-800-789-1628
Contact Person: Garry Hennis, Chief Operating Officer

3. Building Information:

Year Built:
2000 - Towers nursing center and assisted living
1995 Shores memory care assisted living

a. Type of Construction
    a. Towers nursing center and assisted living: Stucco & Concrete, metal frame
    b. Shores memory care assisted living Stucco with metal frame
b. Dates of Subsequent Construction:
    1. 2016 redesigned the nursing and living room space

4. ADMINISTRATOR:

TERRY CARR EXECUTIVE DIRECTOR
Work: 941-747-1881
Personal Cell: Information on file at the facility

BRIAN PARKS, ASSISTANT EXECUTIVE DIRECTOR
Work: 941-748-4161, extension 224
Personal Cell: Information on file at the facility

CATHERINE CHABRIER, NURSING CENTER ADMINISTRATOR

Work: 941-747-1881
Personal Cell: Information on file at the facility

GEORGETTE LODWICK, AL COORDINATOR
Work: 941-748-4161, extension 254
Personal Cell: Information on file at the facility

5. The Administrator will implement this plan.

6. This plan was developed with collaboration by management staff at Westminster Point Pleasant.

7. Organizational Chart - - -

B. Reference materials used in the development of the Plan was the facility's previous Policy and Procedure, worksheets from Manatee County Emergency Management and Presbyterian Retirement Communities Corporate office.

C. Hierarchy of authority in place during emergencies is the same as the previous organizational chart -ANNEX #1

1. Departmental Chain of Command - ANNEX #1

2. Incident Command System (ICS) and relevant policies - - - - - - - - -ANNEX #1

III. HAZARD ANALYSIS

A. Westminster Communities of Florida, dba Presbyterian Retirement Communities, dba Westminster Point Pleasant is vulnerable to:

1.	BOMB THREAT	ANNEX P&P #2
2.	WEATHER EVACUATION	ANNEX P&P #3
3.	EXPLOSIONS	ANNEX P&P #4
4.	FIRE	ANNEX P&P #5
5.	FLOOD AND WATER DAMAGE	ANNEX P&P #6
6.	HAZARDOUS MATERIALS (SEWAGE/WASTE)	ANNEX P&P#7
7.	POWER FAILURE	ANNEX P&P #8
8.	SHELTER IN PLACE AGREEMENTS (MATA)	ANNEX P&P #9
9.	TORNADO	ANNEX P& P #10
10.	AC/HEAT FAILURE	ANNEX P&P #11
11.	ELOPEMENT/WANDERING	ANNEX P&P #12
12.	PANDEMIC, INFECTION CONTROL, BIOTERRORISM	ANNEX P&P #13
13.	ACTIVE SHOOTER	ANNEX P&P #14
14.	TEMPERATURE EXTREMES (HEAT/COLD)	ANNEX P&P#15
15.	CYBER ATTACK	ANNEX P&P #16
16.	HIPAA SECURITY	ANNEX P&P #17
17.	EARTHQUAKE	ANNEX P&P #18

B. Site Specific Information

1. The Point Pleasant has dealt with short term power outages, in which our emergency generator came online as planned. The facility's chiller has failed, and we were able to keep the facility within the required temperature zone, and have extra fans in storage as emergency back-up.

2. The Point Pleasant Point Pleasant facility is in Hurricane Evacuation Zone A.

a. The facility is in flood zone AE as identified on a Flood Insurance Rate Map.

b. The Point Pleasant facility is located near State Route 64, Business State Route 41 and within a five-mile radius of railroad tracks, with potential for transportation of Hazardous Materials incidents from all.

c. It is within the range of Tropicana and Manatee Ice for potential Hazardous Materials incidents from fixed facilities.

d. It also has the potential for a Hazardous Materials incident from chemicals used in the Housekeeping and Maintenance Departments.

e. The facility is not within a 50-mile radius of a nuclear power plant.

3. Point Pleasant – Nursing Center

a. The license is active until May, 2025.

b. The Point Pleasant Nursing Center is licensed for 120 beds. There are 16 private rooms and 52 semi-private rooms. These rooms are evenly split on the second and third floors of the Health Center/Towers building.

c. Types of Residents in Nursing Center:

1. On average there are 25 residents who have Alzheimer's or some other type of dementia.

2. On average there are 10 residents that require oxygen. Most use concentrators. There are up to 35 E tanks on site for personal use.

3. Other special equipment that residents may have in use include: mechanical lift, specialty beds/mattresses, IVs, feeding tube and pump, etc.

4. We have no residents that could not be considered self-sufficient with minor assistance.

4. Point Pleasant- Assisted Living

a. The license is active until February, 2024.

b. The Point Pleasant Assisted Living is licensed for 117 beds. Current average number of residents in the Assisted Living is 50. Twenty beds are designated for memory care at the Shores building. There are 34 units in the Health Center/Towers building.

c. Types of Residents in Assisted Living:

1. Some of the residents have Alzheimer's or some other type of dementia.

2. There is 1 residents that currently require oxygen. No other special equipment

3. We have no residents that could not be considered self-sufficient with minor assistance.

1. Point Pleasant- Independent Living

5. Point Pleasant – Independent Living

a. The capacity, at the Point Pleasant, for Independent Living residents is a maximum of 243 residents.

b. The residents may vary from completely independent, to those with minor visual and mobility difficulties, and/or who are on oxygen. Several residents have outside services to support their selfcare and medical needs.

c. The Health Resource Nurse will have a list of those independent residents that may need assistance in an emergency.

IV. CONCEPTS OF OPERATION

A. DIRECTION AND CONTROL:

1. Person in charge during emergencies – Executive Director

2. CHAIN OF COMMAND **Annex #1**

3. The Executive Director, or his designee, will monitor the weather via TV, radio, websites and/or the weather alert radio. He will also be in contact with Manatee County Emergency Management Department for any additional information, and advisements as to when to activate the facility's Storm Plan

a. Departmental staff will be alerted by their supervisors **Annex #1**

4. Each Department has a Standard of Operations **Annex #1A**

5. Procedures to ensure the following are:

a. Food and water supply – Dietary **Annex #1A**

b. Sleeping arrangements – Housekeeping **Annex #1A**

c. 72-hour supply of essential supplies **Annex #1A**

d. Emergency Power – Maintenance **Annex #8**

i. The capacity for the emergency fuel system is 250 gallons.

e. Transportation is covered in the evacuation plan

i. Evacuation **Annex #3**

ii. Contracts **Annex #9**

6. Provisions for continuous staffing

i. All staff is required and expected to report to work during emergency situations. The normal staffing schedules will be followed as closely as possible. Adjustments will be made as necessary.

ii. Common areas and empty apartments in the Point Pleasant building will be prepared to sleep employees.

iii. Staff are to bring their own bedding **Annex #1A**

B. NOTIFICATION:

1. The facility will receive warnings via TV, radio, weather alert radios (on stand-by mode 24 hours at the nurse's station) and through an automated calling system (Call-em-all).

2. The Point Pleasant's 24-hour contact number is 941-747-1881 or after normal business hours, phone calls are directed to security personnel 941-773-4729.

3. The Executive Director or Designee will be alerted by T.V., radio and Manatee County Emergency Management. When the decision has been made to evacuate/expand the facility, the Administrator will initiate the Call Down List, which will be distributed to key personnel when an ALERT is issued by the National Weather Service.

4. Call Down List----------**ANNEX #1**

5. All Department Heads and Supervisors will be on "alert" status with any pending storm. When a "Hurricane Alert" is issued they are to check in with the Administrator or his/her designee on a set schedule, if it occurs after business hours or on a weekend.

6. Alert and oriented residents may be told privately ahead of time. Disoriented or confused residents will not be told too far in advance, as it generally causes more confusion and agitation.

a. Alert and oriented residents may start packing the required materials if they choose to.

b. Staff may start packing clothes for disoriented, confused, or disabled residents, and place them in their closets ahead of time, if the alert may change to a warning.

7. All staff on the Call Down List will be responsible for calling down the call list until they reach staff. For those staff members who either do not have a phone or their phones are not working, they are to report to work for further instructions.

   Call Down List----------**ANNEX #1**

8. The Executive Director will notify Assistant Executive Director Administrator, and Administrative Assistant(s), who will alert Department Heads. The AL Coordinator will alert the rest of the AL nursing staff. The Director of Nursing/designee will alert the rest of the Nursing Center nursing staff. Department heads/designees will alert other staff in their departments.

9. The Assistant Executive Director, AL Coordinator and Administrative Assistant will be responsible for ensuring that families of the residents in Assisted Living are notified of the evacuation, and to where they are being evacuated to. The Director of Social Services will be responsible for ensuring that families of the residents in Nursing Center are notified of the evacuation, and to where they are being evacuated to. The Resident Lifestyles Coordinator and Administrative Assistant at Point Pleasant will be responsible for any calls concerning Independent Residents, if they are unable to do so themselves.

   Standard Operating procedures ANNEX #1A

C. EVACUATION:

1. The Executive Director, or their designee, is responsible for implementing the facility evacuation procedures.

   Hierarchy of Authority **ANNEX #1**

2. Transportation Agreements for evacuation and logistical support **ANNEX #9**

3. Presbyterian Retirement Communities dba, Westminster Point Pleasant, will be evacuated to other Presbyterian Retirement Communities first and then other facilities based on proximity, availability and risk level. Refer to Mutual Aid Transfer Agreements in **ANNEX #9**

4. In the event that there is structural damage to the Point Pleasant, the corporate offices will be notified and arrangements made with other facilities to absorb the Point Pleasant residents. **ANNEX #9**

5. In the event that there is a Class 5 storm approaching, as many Assisted Living residents will be transported to Westminster Towers, 70 W. Lucerne Circle, Orlando, FL 32801, as time permits. Nursing center residents will be transported to confirmed skilled nursing facilities outside of the evacuation zone.

6. There are no facilities between Bradenton and Orlando that are large enough to take all residents and staff.

7. All residents are initially encouraged to evacuate to friends and families, out of the evacuation zones.

8. Evacuation Routes **ANNEX #3**

9. Time needed for evacuation **ANNEX #3**

10. Mutual Aid Agreement **ANNEX #9**

11. It is the facility's policy that the number of staff to go with transferring residents is to be a minimum of one (1) on the transportation vehicle, and the remaining staff will drive their private vehicles, if available, to the evacuation site. The staff is to report to duty with the nurse in charge at the receiving facility.

12. The facility will be using their daily census sheets to check off those residents evacuated. A log system similar to the American Red Cross's may also be used. **ANNEX #3**

    a. Independent residents will be asked to "sign out" of the facility providing destination site with name, address and phone number on the facility's Log System,

    b. Assisted Living and Nursing Center residents will be checked off their census by the Nurses, or their designee.

    c. The Receptionist at the receiving facility will receive a copy of the census sheet listing the incoming residents and where they are located.

    d. AL Coordinator or designee will take incoming calls concerning the evacuated Assisted Living residents after the transfer and placement of residents is completed. Director of Social Services or designee will take incoming calls concerning the evacuated Nursing Center residents after the transfer and placement of residents is completed.

13. List of required items to be taken with residents **ANNEX #3**

14. After all residents' names have been checked off on the Census Sheet (as being transferred), the AL Coordinator and Director of Nursing, or their designees, and Housekeeping personnel, will take another copy of the census sheet.

    a. They then will check each room (including closets, bathrooms, and under beds).

    b. As the check is completed, and the room has been vacated, they will cross the room and bed number off the Census Sheet. The room doors will be closed and a chalk mark placed on the door.

15. The point person to begin pre-positioning of supplies and provision will be determined by the type of emergency.

    a. Point Pleasant will keep 3-5 days of emergency supplies on hand at all times.

b. Supplies needed for flooding, would be called for when Flood Watches and Warnings, due to Storm Surge, were issued by the Emergency Management Department.

c. Supplies will be repositioned to the Point Pleasant Towers building or Westminster Manor when the Storm Surge voluntary evacuation is called for.

d. Dietary will reposition some supplies but will also call for an extra delivery to be made at Point Pleasant.

e. All our suppliers will deliver to either the Towers building or Westminster Manor.

16. All supplies will be checked when a Storm Alert is announced.

a. All suppliers will be placed on stand-by for delivery of goods when Emergency Management calls for a voluntary evacuation, for Storm Surge, to begin..

b. When a Storm Warning is posted, and a voluntary evacuation is called for, suppliers will be called for pre-arranged deliveries.

17. Mutual Aid Agreements for transportation and alternative facilities will be initiated when a "STORM ALERT" is posted by the National Weather Service.

D. RE-ENTRY

1. Maintenance Department is responsible for the initial inspection of the evacuated facility. A verbal and written report will be given to the facility Executive Director, who will notify the county and corporate offices. The administrator will notify AHCA.

2. If the facility is evacuated, it must be inspected, if there has been wind/or water damage, before the building can be re-occupied.

a) Manatee County Building Inspectors

b) Facility's Maintenance Department

c) Corporate Building Inspectors

3. Residents will be transported back from the host facility to their home facility by the same transport systems that originally took them. **ANNEX #3**

E. SHELTERING

1. Receiving Procedures **ANNEX#3**

2. Floor Plans and allocated space **ANNEX #3**

3. Provisions **ANNEX #3**

4. Supplies **ANNEX #1a, 3**

5. All Staff is required to report to work during emergency situations. The normal staffing schedule will be followed as closely as possible. Adjustments will be made as necessary.

6. The Agency for Health Care Administration will be notified of the evacuation/expansion, by the Administrator or designee, as soon as the decision is made. The evacuation status is updated in the Health Facility Reporting System. If internet access is not available, a call will be made to

   Area Supervisor, Agency for Health Care Administration 813.871.7800

7. As staff and residents come into the facility, a staff person will instruct them in filling out a registration form. A notation will be made on the form as to their location. **ANNEX #3**

   a. If a person, who is not a member of the Westminster life plan communities or of a mutual aid facility who has activated the mutual agreement comes, they will be referred to a Red Cross Shelter, if time and transportation are available.

   b. If it is determined by our nursing staff, that a person is too ill for them to be cared for, that person(s) will be transported to a hospital when transportation is available.

V. INFORMATION, TRAINING AND EXERCISE

A. Key worker training during non-emergency times:

   1. At least annually, an in-service will be held concerning:

      a. Fire and Life Safety

      b. Hurricane Preparedness

   2. Maintenance Department performs routine fire drills.

B. Westminster Point Pleasant holds annual ALL STAFF in-services mandated by State authorities. These in-services include fire and life safety and disaster preparedness. Staff is required to sign an attendance roster and department heads are responsible for ensuring that absent staff is in-serviced at a later date.

   1. Safety Committee oversees the coordination and scheduling of these in-services.

   2. The training provider is designated by the Administrator or Safety Committee.

3. A review of the Storm Plan and Staff Responsibility is presented by department supervisors whenever there is enough warning of the anticipated event Includes:

    a. Flood procedures

    b. Tornado

    c. Power Failures

    d. A/C and Heating Equipment Failures, etc.

C. All new staff will receive a brief overview of Emergency Procedures during general orientation.

1. All staff will receive specific instructions of duties during floor orientation.

2. All staff will be shown where to find the Emergency Plan Policies and Procedures, and may examine it, or use it as a reference, at any time.

D. These in-services will include information and mock drills that include bomb threats, evacuation orders, fire and life safety and hurricane preparedness procedures. They will be facilitated by our Safety Committee and various outside professionals. Additional informational sessions and materials will be provided to residents.

E. During the disaster plan in-service, any deficient cited areas of concern will be given to the Executive Director and reviewed with a follow-up plan of correction.

F. Name and address of the facility with which there is an agreement for sheltering residents, if required to evacuate:

Agreements located **ANNEX #9**

G. Name and address of the facility with which there is an agreement for sheltering residents in case of an internal disaster such as a fire:

Westminster Manor
1700 21st Avenue West
Bradenton, FL 34205
941-748-4161

Agreement located **ANNEX #9**

H. Residents who are able, will be transported by the facility bus and private cars. Those who are unable to be transported by this means will be transported by a transportation company that is able to provide the appropriate type of transportation (wheelchair, stretcher, ambulatory bus)

See transportation list **ANNEX #9**

City of Bradenton
Planning and Community Development Department
City Council Second Reading and Public Hearing
August 13, 2025

Staff Report

Case Number: CP.24.0364/ORDINANCE 4036
Applicant: Katie LaBarr, Stantec Consulting Services Inc., Agent for Presbyterian Retirement Communities
Parcel IDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000
Zoning: T4-O (General Urban Open)/T-4R (General Urban Restricted)
Current Future Land Use: High Density Residential
Proposed Future Land Use: Urban Central Business District
Flood Zone: AE, VE, X

Surrounding Property:

Zoning:	North: T4-O General Urban – Open/T4-R General Urban Restricted South: Manatee Avenue/T-5 (Urban Center) East: T-5 (Urban Center) West: Wares Creek
Future Land Use:	North: High Density Residential South: Manatee Avenue/Urban Central Business District East: High Density Residential West: Wares Creek
Uses:	North: Single family residential, condominiums South: Manatee Avenue/vacant East: Offices/Church West: Wares Creek

SUMMARY OF REQUEST

The applicant has submitted a request for a map amendment to the Comprehensive Plan for parcels listed above and shown on the attached map. The parcels are currently designated as High Density Residential (RESHIGH). The applicant is requesting a change in the designation to Urban Central

Business District (UCBD). This is a large-scale amendment, which will be transmitted to the State for review between First and Second Reading.

The proposed amendment is impacted by a concurrent proposed text amendment to the Comprehensive Plan. The text amendment proposes changes to the Future Land Use Element and the Coastal Management and Conservation Elements of the Comprehensive Plan. These changes will allow for an increase in density in the Coastal High Hazard area if an applicant can prove they will meet standards found in Florida State Statute 163.3178(8).

HIGH DENSITY RESIDENTIAL (RESHIGH) DESIGNATION

The Comprehensive Plan describes the High-Density Residential designation as:

> *"Residential uses, with a potential neighborhood commercial component which will consist of light retail, restaurants, personnel services, office and other similar neighborhood activities. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive thru's are prohibited.*
>
> *Residential – DU/acre 15 or 20 DU/acre with low- or moderate-income housing bonus (Dwelling units proposed above the base density threshold must meet the City's low- or moderate-income housing guidelines as established in the City of Bradenton Local Housing Agency Plan (LHAP) as may be amended from time to time, as well as Policies 1.2.1 – 1.2.4 of the Housing Element.)*
>
> *Commercial – not to exceed 1 acre*
>
> *Maximum floor area ratio: commercial 0.60"*

URBAN CENTRAL BUSINESS DISTRICT (UCBD) DESIGNATION

The Comprehensive Plan describes the Urban Central Business District designation as:

> *"The UCBD is the most intensely developed area of the City. It includes the Central Business District, Riverwalk, and West Historic District. Together, these sub-areas form the downtown of the City and provide a vital place for social, cultural, and economic interchange. The Urban Core is also a hub for governmental and civic uses.*

The purpose of the UCBD category is to establish, define, promote, and facilitate the redevelopment and enhancement of the City's primary and historical urban center. The UBCD land use category is further intended to implement the downtown and general redevelopment goals, objectives, and policies of the Future Land Use Element as well as to promote the accomplishment of the City's Community Redevelopment Area (CRA) designation for the downtown area and the implementation of redevelopment plans, studies, and regulations.

The UCBD allows and encourages a mixture and range of uses generally associated with or considered compatible with traditional urban core central business districts, particularly those that are pedestrian friendly, and not necessarily catering to automobile traffic. Proposed uses within the area encourage the development of a lively, mixed-use, walkable downtown that effectively serves Bradenton residents, merchants, visitors, and employees. Permitted Uses include: offices, personal and professional services, commercial, parks, entertainment venues, civic uses, climate controlled mini storage facilities that are vertically mixed with other permitted uses (not permitted as stand-alone uses), retail, public and semi-public facilities, educational, institutional, restaurants, parks, recreation, and entertainment venues, and medium to high density residential uses. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive thru's are prohibited unless located on US 301 or SR 64 (5th Avenue and 6th Avenue) a specifically authorized and approved by the City Council pursuant to the provision of the Land Use Regulations. Outdoor storage is prohibited.

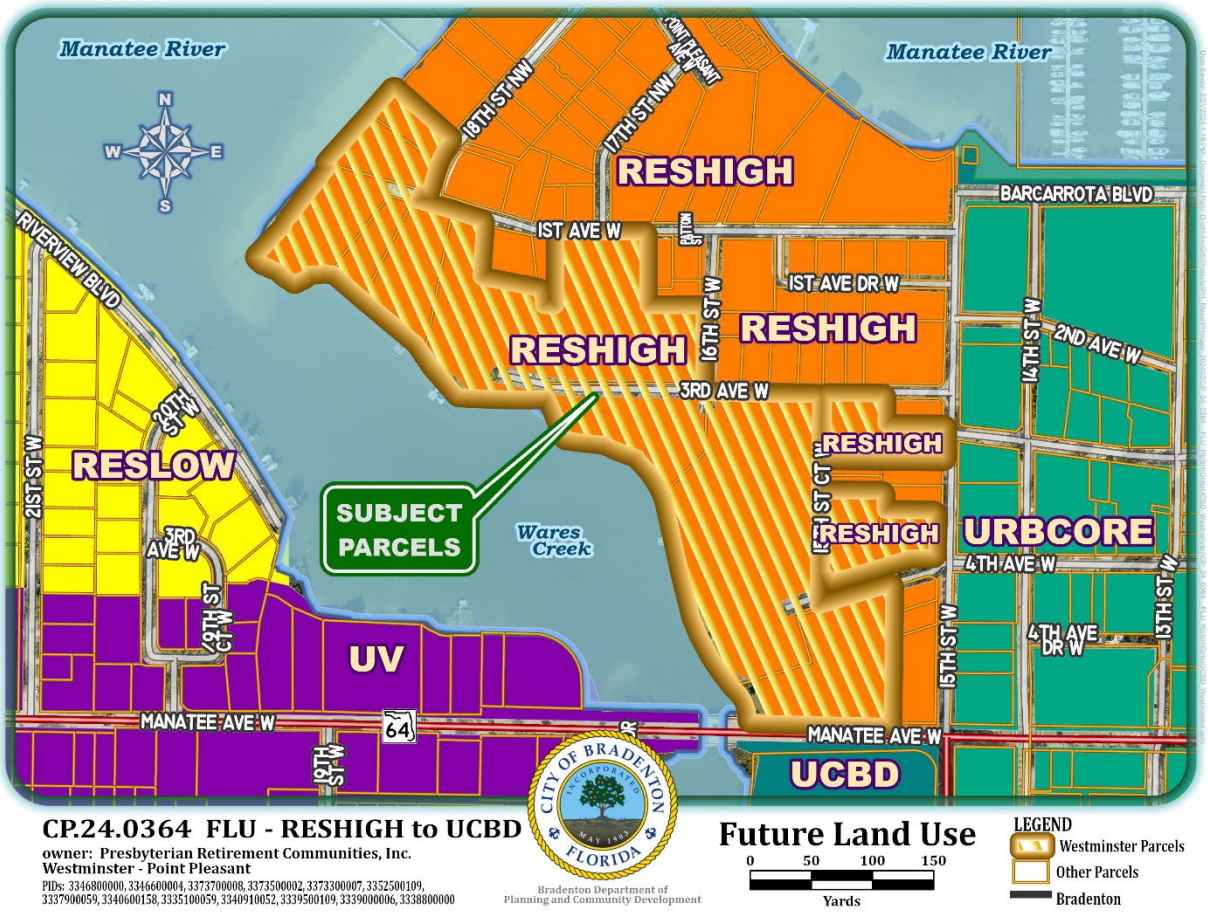
Maximum floor area ratio: 8.0

Maximum base density: 40 dwelling units per acre

Maximum Density with moderate income housing bonus: 50 dwelling units per acre (Dwelling units proposed above the base density threshold must meet the City's low- and moderate-income housing guidelines as established in the City of Bradenton Local Housing Agency Plan (LHAP) as may be amended from time to time, as well as Policies 1.2.1 – 1.2.4 of the Housing Element.)"

ANALYSIS

The applicant is requesting these changes to support development in the northwestern portion of downtown Bradenton, as shown by the following map:



According to the submitted Westminster Point Pleasant Disaster Plan, the Nursing Center is licensed for 120 beds. Assisted Living is licensed for 117 beds. The Independent Living portion of the campus has a maximum of 243 residents. The maximum licensed capacity would be 480 beds, though the application materials appear to indicate that the facility does not operate to full capacity, as described below.

At present, with a Future Land Use Classification of High Density Residential, the maximum number of units allowable on the properties is 238, before any low-moderate income housing bonuses. With a change to Urban Central Business District, 636 dwelling units could be built on the 15.8-acre property. Because the campus does not have traditional dwelling units, the applicant provided numbers using Equivalent Dwelling Units (EDU), where 3 beds equals one dwelling unit. The applicant states that the site was approved for 401 equivalent dwelling units on 11 acres of land, which is approximately 36 EDU/acre. Ultimately, the applicant intends approximately 537 EDU on 15.8

acres, which is approximately 34 EDU/acre. This is below the maximum base density of 40 dwelling units per acre allowed in the UCBD Future Land Use Category.

The proposed Comprehensive Plan Text Amendment by the applicant would change the language of the Comprehensive Plan to include language that states that an amendment shall be found in compliance with the following (emphasis added):

> *"F.S. 163.3178(8)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:*
>
> > *1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;* ***or***
> >
> > *2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available;* ***or***
> >
> > *3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.*
>
> *(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.*
>
> *(c) This subsection shall become effective immediately and shall apply to all local governments. Local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map."*

The Map amendment application includes a general disaster response plan for the Westminster Campus but does not include detailed information regarding evacuation times and the impact on level of service for a category 5 storm event as measured on the Saffir-Simpson scale. It is unclear whether this request is in compliance with F.S. 163.3178(8)(a).

Objective 6.2 of the Comprehensive Plan currently reads:

> *"Keep population and investment low in areas vulnerable to coastal flooding.*
>
> *Policy 6.2.1 Coastal Density and Intensity*
>
> *The City shall deny applications to increase the density in the CHHA and limit non-residential development below the 2-foot contour line to water dependent uses.*
>
> *Policy 6.2.5 Priority Hurricane Evacuation Zones*
>
> *Discourage the location of high-density residential projects, public housing, housing for the elderly, mobile homes and group homes in high priority hurricane evacuation zones through the Land Development Regulations."*

The applicant had proposed to remove the above language with the proposed Comprehensive Plan Text Amendment that was submitted concurrently with this Map Amendment application. However, after discussion with City staff and the City Attorney, these policies were revised as follows:

Objective 6.2 Protect Population and Investment

Policy 6.2.1 Coastal Density and Intensity

The City shall only consider requests for increases in gross density for property located in the Coastal High Hazard Areas (CHHA) if the request demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element.

~~*The City shall deny applications to increase the density in the CHHA and limit non-residential development below the 2-foot contour line to water dependent uses.*~~

Policy 6.2.5 Priority Hurricane Evacuation Zones

Discourage the location of high density residential projects, public housing, housing for the elderly, mobile homes and group homes in high priority hurricane evacuation zones unless the project demonstrates compliance with Objective 5.3 of the Coastal Management and Conservation Element and results in resilient, FEMA compliant development. ~~through the Land Use Development Regulations.~~

The proposed Comprehensive Plan Text Amendment includes a request to add the following:

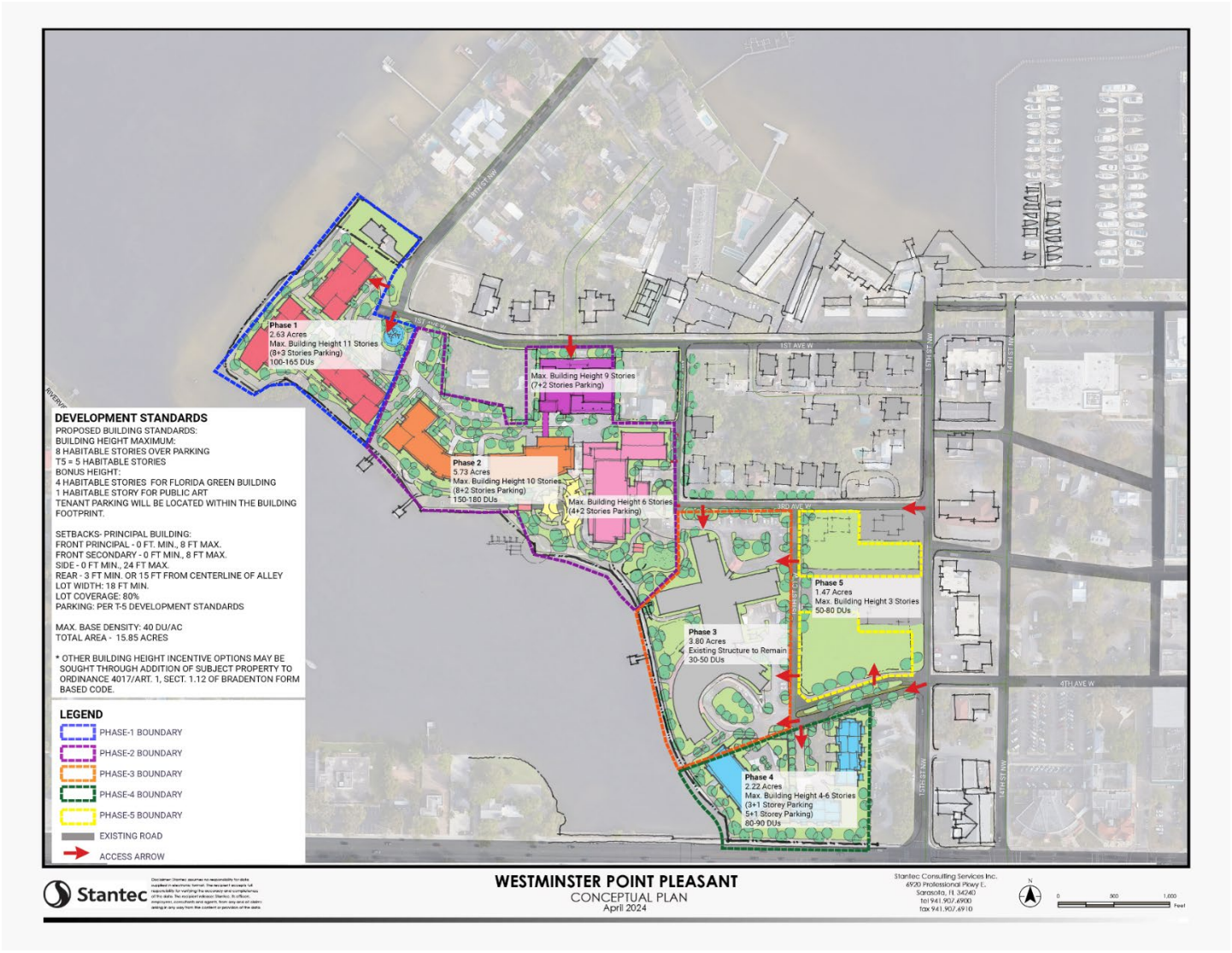
Policy 5.3.1.2 *Comprehensive Plan Amendments within the CHHA which would increase the maximum allowable density for the subject property shall be subject to a Development Agreement with the City which shall include, at a minimum, a binding conceptual site plan and any required mitigation plan for hurricane evacuation, consistent with Section 163.3178(8)(a), F.S.. The Development Agreement shall be approved by the City Council prior to or concurrent with the adoption of the proposed map amendment.*

The Conceptual Plan, provided by the applicant, is on the following page. This differs from the document that was reviewed by the Planning Commission, which is shown on the next page. The new plan does not indicate proposed footprints but provides overall height limits consistent with the proposed zoning district limits.

Conceptual Plan:



Plan reviwed by the Planning Commission:



The Fire Department has expressed concern with fire water supply to the area. The Fire Marshal has commented that large-scale projects can no longer simply use a fire pump to account for supply concerns, and that water supply, access, and future equipment needs will need to be evaluated for this project and its location.

SUMMARY

The campus was originally approved for 401 equivalent dwelling units on 11 acres of land, which is approximately 36 EDU/acre, though it is unclear in available records if density was considered when the existing campus was approved. With the addition of new property, the campus has approximately 15.85 acres of land. If the campus has maintained 401 EDUs, the current density is approximately 25 units per acre. Changing the future land use category of the area to Urban Central Business District would bring the campus into conformance. This would allow the redevelopment of the site as old buildings could be demolished and rebuilt to higher safety standards.

The proposed Comprehensive Plan amendments must be adopted prior to the approval of this map amendment. If the Comprehensive Plan is amended as proposed, the project will be required to demonstrate compliance with Florida Statutes Section 163.3178(8)(a) prior to proceeding.

As part of the map amendment, pursuant to the text amendment to the Comprehensive Plan, the petitioner has to obtain approval of a development agreement with a binding conceptual site plan. The agreement and plan indicate how the project will meet the evacuation criteria, pursuant to Florida Statutes, and how the residential density will be distributed on the site.

Recommendation

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.

Respectfully submitted,



Jamie Schindewolf, Senior Planner

AND



Robin D. Singer, Planning and Community Development Director

EXHIBIT A: Location Map
EXHIBIT B: Future Land Use Map (Current)
EXHIBIT C: Zoning Map

EXHIBIT A

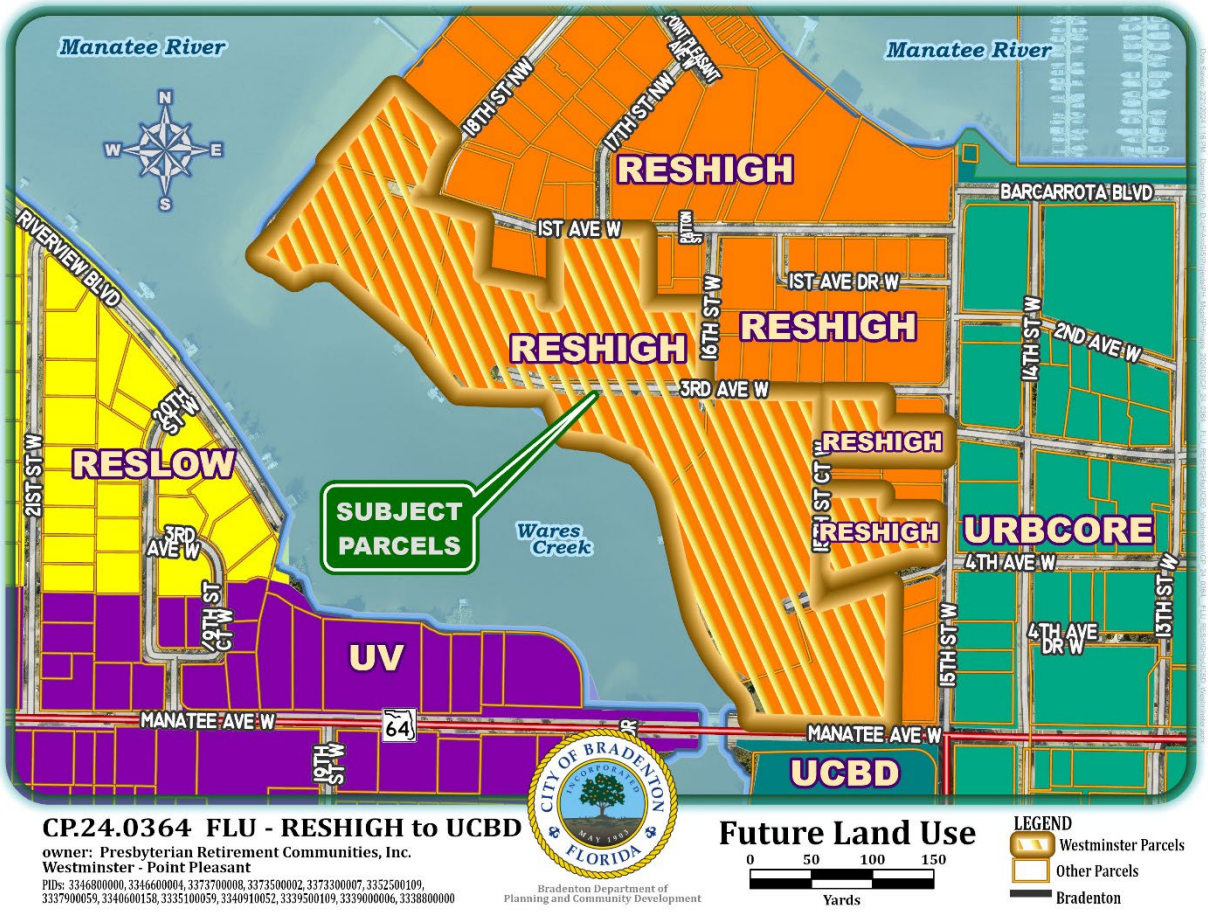


CP.24.0364 FLU - RESHIGH to UCBD

owner: Presbyterian Retirement Communities, Inc.
Westminster - Point Pleasant

PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000

EXHIBIT B



CP.24.0364 FLU - RESHIGH to UCBD

owner: Presbyterian Retirement Communities, Inc.
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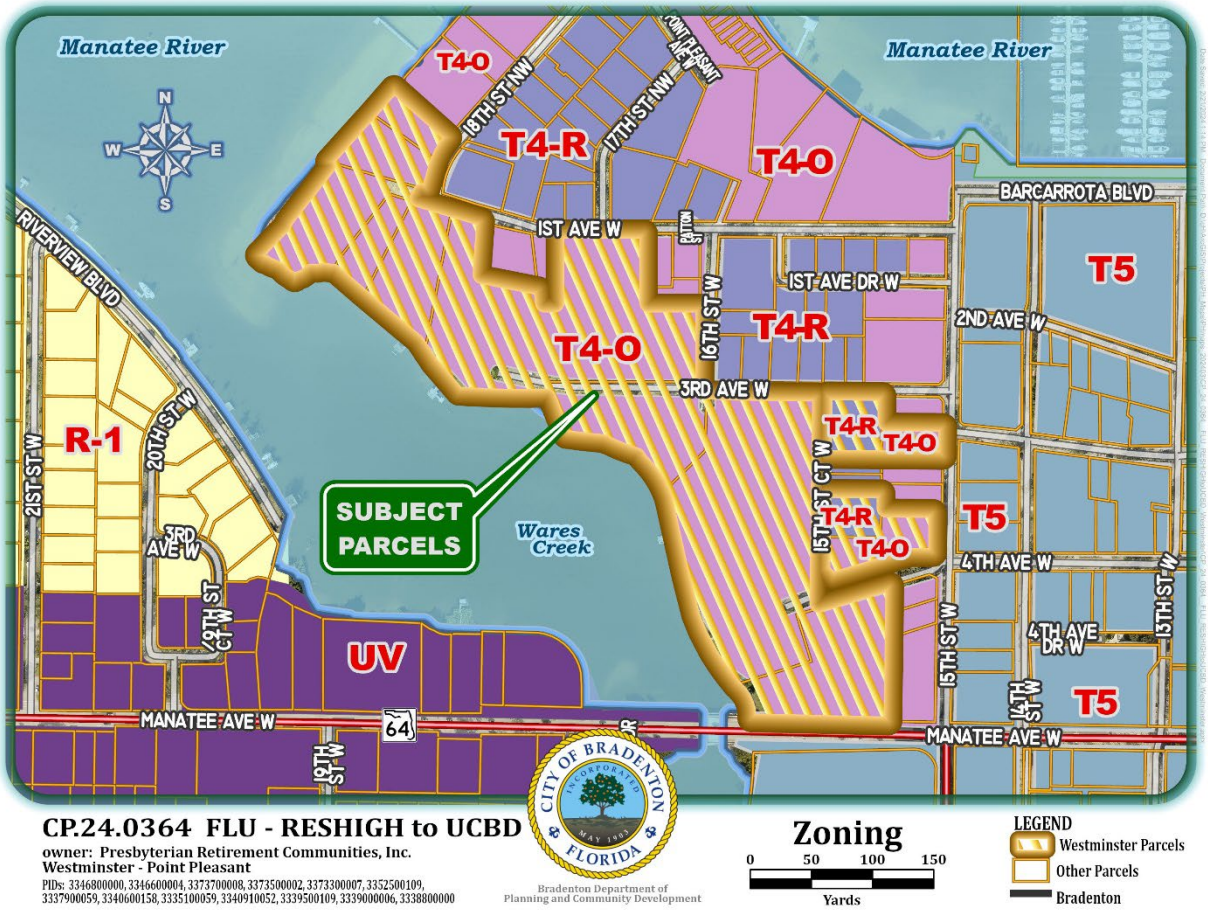
PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000

EXHIBIT C


Manatee River
Manatee River
T4-O
T4-R
T4-O
T4-O
T4-R
T4-R
T4-O
T4-R
T4-O
T5
T5
T5
R-1
UV
SUBJECT PARCELS
Wares Creek
BARCARROTA BLVD
1ST AVE W
1ST AVE DR W
2ND AVE W
3RD AVE W
4TH AVE W
4TH AVE DR W
MANATEE AVE W
MANATEE AVE W
64
RIVERVIEW BLVD
21ST ST W
20TH ST W
19TH ST W
18TH ST NW
17TH ST NW
16TH ST W
15TH ST W
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14TH ST W
13TH ST W
3RD AVE W
19TH ST CT W
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CP.24.0364 FLU - RESHIGH to UCBD
owner: Presbyterian Retirement Communities, Inc.
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PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of Planning and Community Development
Zoning
0 50 100 150
Yards
LEGEND
Westminster Parcels
Other Parcels
Bradenton

Stantec

Westminster Point Pleasant

Future Land Use Map Amendment Application

January 2024

Prepared for:

Westminster Communities of Florida

Prepared by:

Stantec Consulting Services Inc.

6920 Professional Parkway

Sarasota, Florida 34240-8414

Letter of Request

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414

January 16, 2024

Project/File: Westminster Point Pleasant / 215617665

Robin Singer, Director
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Reference: Letter of Request – Future Land Use Map Amendment Application

Dear Ms. Singer:

On behalf of our client, Westminster Communities of Florida, we are submitting a Comprehensive Plan Future Land Use map amendment application for the Westminster Point Pleasant property generally located on the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. In support of this submittal, enclosed please find the following:

1. Comprehensive Plan Map Amendment Application;
2. Application Fee of $6,020;
3. Notarized Agent Authorization Form;
4. Community Impact Report with attached maps;
5. Sketch and Description; and
6. Preliminary Concept Plan.

A Comparison of City and County Comprehensive Plan is not applicable as the Subject Property is not adjacent to unincorporated Manatee County.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Regards,

STANTEC CONSULTING SERVICES INC.

Katie LaBarr

Katie LaBarr, AICP
Principal, Community Development
Katie.LaBarr@stantec.com

Comprehensive Plan Map Amendment Application

Comprehensive Plan Map or Text Amendment Application

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Owner Address: 80 W LUCERNE CIR, ORLANDO FL 32801 Telephone: 407-839-5050

Name of Agent: Stantec Consulting Services Inc, Katie LaBarr, AICP

Agent Address: 6920 Professional Pkwy, Sarasota, FL 34240 Telephone: 941-907-6900

Owner/Agent Email: katie.labarr@stantec.com

PROPERTY INFORMATION (REQUIRED)

Property Address: several addresses

Parcel ID: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000. Total Acreage: 15.9

Existing Future Land Use: RESHIGH Proposed Future Land Use: UCBD

**click to view city FLU map* **click to view city FLU map*

(Manatee County Future Land Use information can be obtained by contacting 941-748-4501 or www.mymanatee.org)

CPA

Type of Amendment Requested: [Large Scale (10 acre or more)] Small Scale (9.99 acres or less)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ► Comprehensive Plan Map or Text Amendment Application
- ► Application Fee: *(Tampa Bay Regional Planning Council fee will as be charged, as applicable)*
  - • Large & Small Scale - $6,020*
  - * Tampa Bay Regional Planning Council fee will also be charged (if applicable)
- ► Notarized Agent Authorization Form, if applicable
- ► Letter of Request
- ► Community Impact Report (CIR) (see page 2 for CIR requirements)
- ► Comparison of City and County Comprehensive Plans, if applicable
- ► Property Survey (signed & sealed within the last three years)
- ► One (1) electronic copy in pdf format of Application and all required support materials

SIGNATURE (REQUIRED)

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

Katie Labarr 1-16-24

Signature of Owner/Applicant Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$6,020**

**Additional TBRPC fees may apply*

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒ X
Incomplete: ☐ _____

APPLICATION #: 240364

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2nd CC READ: _____

1st CC READ: _____

PC: _____

DRC: _____

Notarized Agent Authorization Form

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: Several addresses, see Legal Description attached

I, Presbyterian Retirement Communities, Inc./West, the registered property owner(s) of the above noted property, do hereby authorize

AGENT AUTHORIZATION — REQUIRED

Stephen R. Dye, Esq. & Katie LaBarr, AICP	Dye Harrison Knowles Kirkland, Pratt & DePaola, PLLC St
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.

	80 West Lucerne Cir. Orlando FL 32801
Signature of Owner(s)	Owner(s) Address (if different than property above)
	1206 Manatee Ave. W. Bradenton, FL 34205/941-748-4411
Signature of Agent	Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 16 day of January 2024 produced _____ personally known to me respectively, as identification and who did (did not) take an oath:

Geneen D. Scott
Signature

Geneen D. Scott, Notary Public
Print Name

GENEEN D. SCOTT
Notary Public - State of Florida
My Comm. Expires July 20, 2024
Commission #HH21339

State of Florida
My Commission Expires: 07/20/2024

Stantec

Legal Descriptions (Source: Manatee County Property Appraiser)

Parcel ID: 3346800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SELY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) PI#33466.0000/4

Parcel ID: 3373700008

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Design with community in mind

Stantec

Description: LOTS 9,10,11,12 & 13, OF E A VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NE1/4 OF SE1/4 & PARTLY IN LOT 4 U S OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE W AS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FT TO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMD PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THE N LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO A C. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), PI#33737.0000/8

Parcel ID: 3373500002

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MIN E 234 FT TO THE N LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SE COR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BDRY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SE COR. (1651/6744) PI#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MIN E 234 FT TO N

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LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH E ON S SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SE COR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF S C UPHAM REC IN DB G P 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; TH E 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLING S 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THE E BY THE W LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THE W BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, PI#33525.0010/9

Parcel ID: 3337900059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF H G H REEDS SUB; TH W BDRY LN OF THE E 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS,

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VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE W1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE W1/2 OF LOT 2 BLK A OF H G H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 P G 806, LESS THE S1/2 OF THE E 90 FT & LESS THE S1/2 OF TH E W 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THEN S 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE S1/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST W AND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE W A DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A

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PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THE N BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THE W LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALG A LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE E1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. PI#33406.0010/9

Parcel ID: 3338800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK C REED SUB PI#33388.0000/0

Parcel ID: 3339000006

Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

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Description: LOT 4 BLK C REED SUB PI#33390.0000/6

Parcel ID: 3339500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE FOLLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THE E LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FT TO NW COR OF LOT 3; TH RUN E 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUN S AND PARALLEL TO THE E LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALG A LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THE W R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THE W R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S 00 DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN 00 SEC W ALG SD LN, A DIST OF 27.92 FT TO THE N R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED

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BUSINESS #6668 MARKING THE N R/W LN SD MANATEE AVE W AT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALG A SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH A C/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH A C/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THE W R/W LN OF 15TH ST W AND 115 FT WLY THEREOF, A DIST OF 330.99 FT TO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) PI #33351.0005/9

Community Impact Report with Attachments

Westminster Point Pleasant

Future Land Use Amendment Application - Community Impact Report

On behalf of our client, Westminster Communities of Florida, we propose a Comprehensive Plan Future Land Use map amendment for the future redevelopment of the Westminster Point Pleasant property generally located on the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. The Westminster property is comprised of thirteen (13) parcels totaling to approximately 15.9 acres. Parcel identification numbers for properties that are subject to future redevelopment include the following: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, and 3338800000. The property is currently utilized as a Continuing Care Retirement Community that accommodates independent living, assisted living, and skilled nursing facilities. This future land use map amendment, along with the concurrent Comprehensive Plan text amendment and rezone application, is proposed to support the Westminster retirement community's development program and vision for resilient redevelopment and growth.

With this application, we request a future land use (FLU) map amendment to change the Subject Property's designation from High Density Residential (RESHIGH) to Urban Central Business District (UCBD).

In support of this future land use map amendment, this Community Impact Report includes a detailed analysis on how the amendment complies with each of the following review criteria:

A. Visual Impact Analysis

The concurrent rezone application is proposed to change the Subject Property's zoning designation from General Urban Open (T4-O) and General Urban Restricted (T4-R) to Urban Center (T5). As displayed in the Conceptual Plan, the site plan includes proposed building standards and density information which meets the requirements of the T-5 district and UCBD FLU designation. Design standards will be followed to maximize compatibility with adjacent land uses. Temporary building height incentives that were recently approved for areas to the east are also proposed to be applied to this site. Additionally, other design features such as landscaping, fencing, and other buffering methods will be incorporated into the site plan as required by the City Land Use Regulations.

B. Land Use Assessment

Existing and Proposed Land Use:

The 15.9 acre Westminster Subject Property has been used as a Continuing Care Retirement Community since 1954 and accommodates independent living, assisted living, and skilled nursing facilities. This use is proposed to be maintained while the future land use amendment and concurrent text amendment and rezone applications will support the community's continued expansion and renewal of this existing use. As displayed in the Conceptual Plan, future development will remain consistent with the proposed UCBD district's max density of 40 DU per acre, thus permitting a maximum unit count of approximately 636 dwelling units. The residential component will remain the focus of future development with other potential supporting amenities such as outdoor dining venues, low impact recreational facilities, gardens, and trails.

Future Land Use (FLU) Amendment Request:
The existing FLU designations on the site and adjacent properties are as follows (See Existing Future Land Use Map):

- Subject Property – RESHIGH
- North – RESHIGH
- South – UCBD, RESHIGH
- East – RESHIGH, Urban Core (URBCORE)
- West – No FLU (Manatee River)

This Comprehensive Plan FLU amendment proposes a change to the Subject Property's FLU designation from RESHIGH to UCBD (See propose Future Land Use Map). This designation change is needed to support resilient redevelopment of the site, in order to accommodate the City's growing demand for residential units, especially for retirees and/or with assisted living needs.

C. Traffic Study

Please refer to the Transportation Study, attached to this application package.

D. Environmental Impact Assessment

Please refer to Environmental Narrative, attached to this application package.

E. Area Impact Assessment

With an updated FLU of UCBD, the Subject Property will remain compatible with the surrounding area, as the Westminster Retirement Community has existed in this location for over fifty years. Located on the fringe of the City of Bradenton's Urban Core area, this area is consistent with the intent of the UCBD district.

According to the City of Bradenton Comprehensive Plan, the UCBD FLU designation is the most intensely developed area of the City, supporting a downtown area for social, cultural, and economic interchange. The UCBD encourages mixed-use, walkable development with a variety uses such as heigh density residential, parks, commercial, professional services, and more. The maximum base density in the UCBD is 40 DU per acre. The URBCORE district is located within the City's UCBD and provides the hub for economic development and civic uses. The URBCORE district has an increased density and intensity maximum over the UCBD, allowing a maximum base density of 60 DU per acre with possibility of increased density up to 200 DU per acre is approved by the City Council and following additional criteria.

Consistent with these parameters, the site, with the proposed FLU of UCBD, is located adjacent to the URBCORE district. The proposed development will encourage internal trip capture through the implementation of ancillary support facilities, as well as the inclusion of multi-modal transportation options for internal community movement. Additionally, as stated above, density requirements will be adhered to and remain within the maximum 40 DU per acre standard.

The Subject Property will also remain compatible with adjacent RESHIGH property. The RESHIGH FLU designation generally promotes residential uses with potential neighborhood commercial components, such as light retail, restaurants, personnel services, etc. with a maximum density of 15 DU per acre. The proposed UCBD will be a logical extension of the adjacent UCBD and URBCORE areas, while remaining compatible with adjacent RESHIGH space through the implementation of required buffering, landscaping, and other pertinent building standards associated with the proposed T-5 site zoning designation.

F. Hurricane Evacuation Analysis

The majority of the Subject Property is located within the Zone A Evacuation Level, thus, existing and future residents of the Westminster community are evacuated first in the case of a Hurricane or other Declared State of Emergency that requires physical evacuation. As required by Manatee County, Westminster Communities has an existing Comprehensive Emergency Management Plan (CEMP) Disaster Plan. Please see this CEMP Disaster Plan, attached to this application package for more information on hurricane evacuation methods for the Westminster Point Pleasant community.



LEGEND

Westminster Owned Parcels

Total acreage owned by Westminster: 15.9 acres

Revised: 2024-01-29 By: amoody

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Data Source:
City of Bradenton Data

WESTMINSTER
Aerial View
January 2024

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tel 941.907.6900
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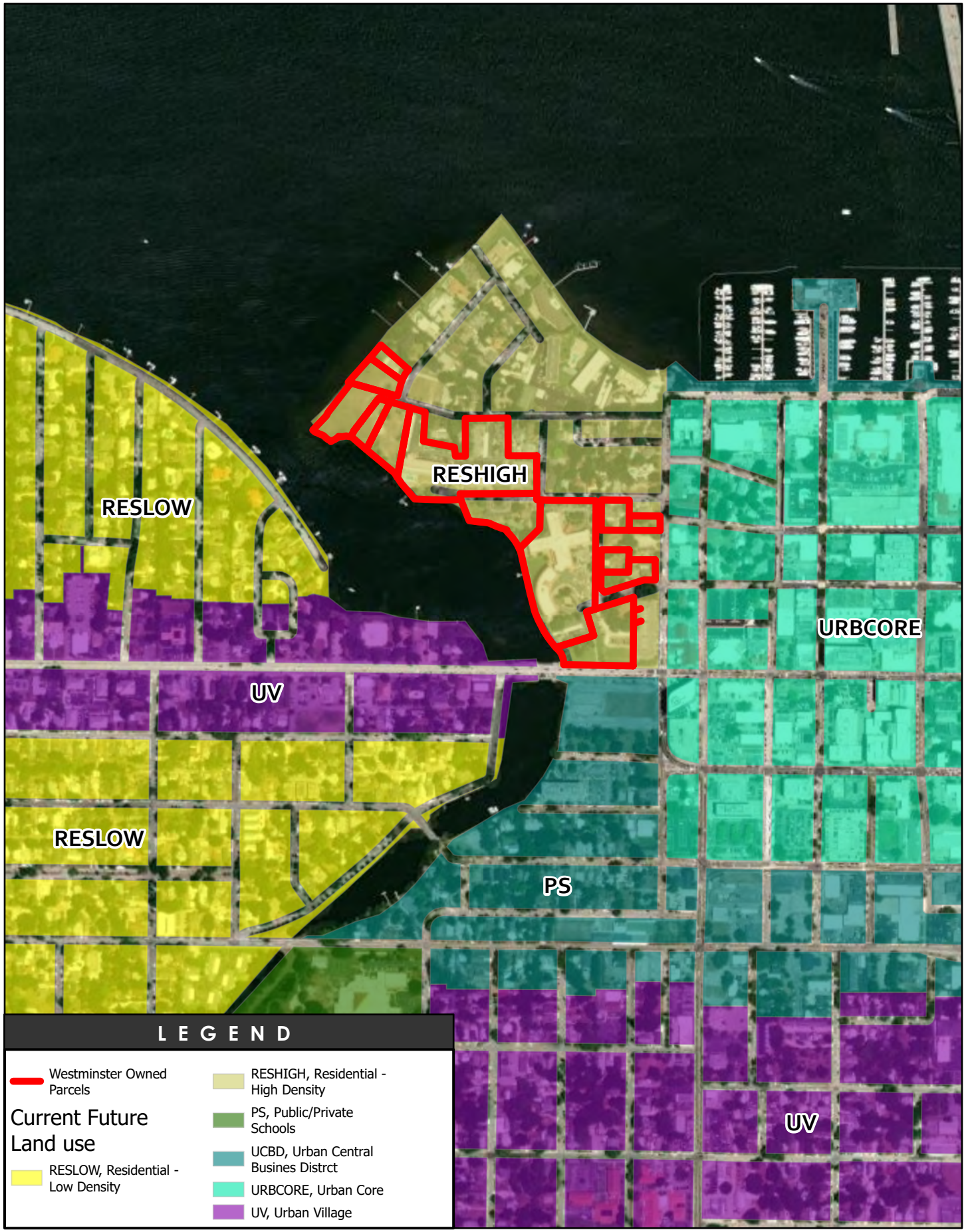
Miles



LEGEND

Westminster Owned Parcels

Current Future Land use

- RESLOW, Residential - Low Density
- RESHIGH, Residential - High Density
- PS, Public/Private Schools
- UCBD, Urban Central Busines Distrct
- URBCORE, Urban Core
- UV, Urban Village

Revised: 2024-01-22 By: amoody
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Data Source:
City of Bradenton Data

WESTMINSTER
Current Future Land Use
January 2024

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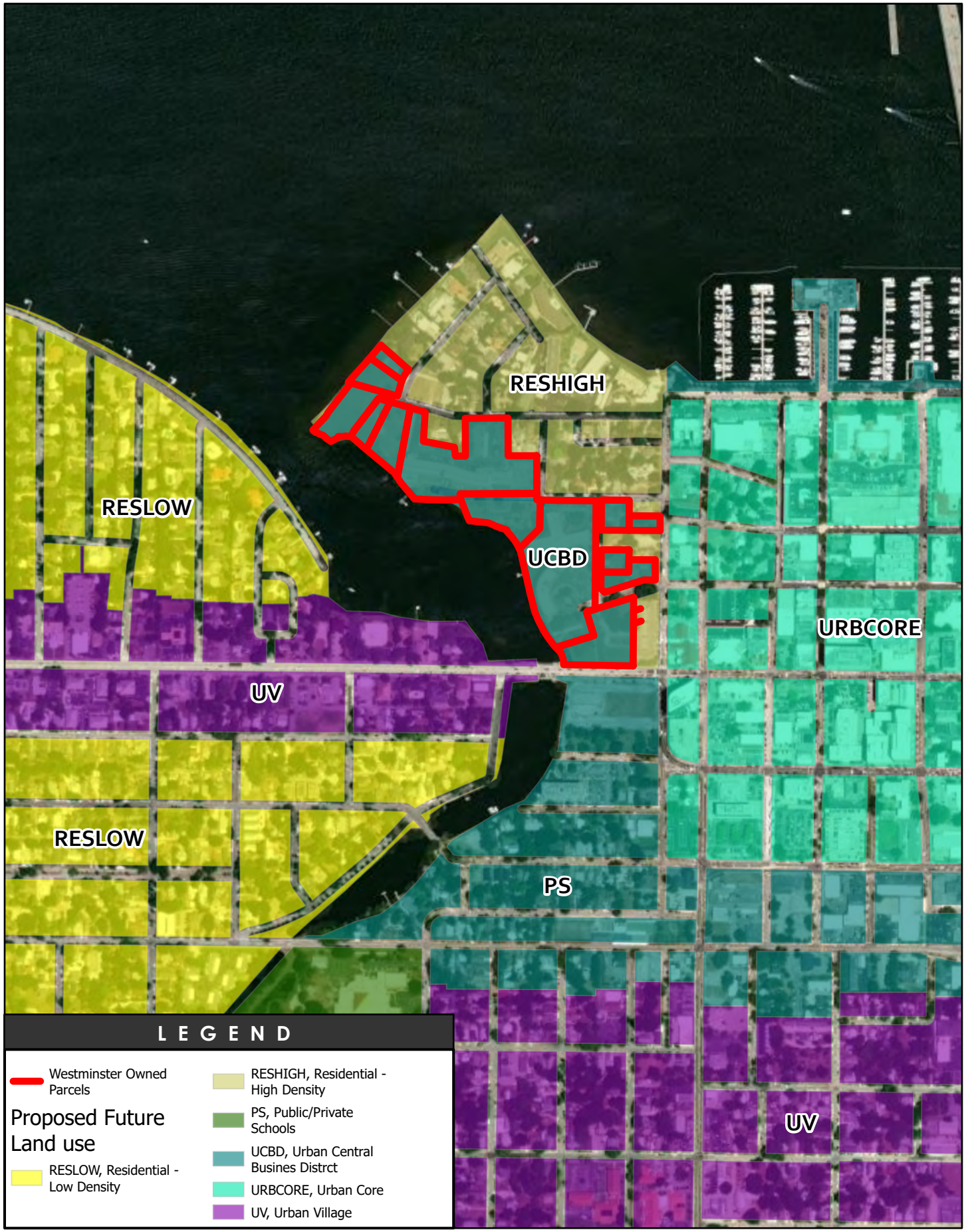

LEGEND

- Westminster Owned Parcels

Proposed Future Land use

- RESLOW, Residential - Low Density
- RESHIGH, Residential - High Density
- PS, Public/Private Schools
- UCBD, Urban Central Busines Distrct
- URBCORE, Urban Core
- UV, Urban Village

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Data Source:
City of Bradenton Data

WESTMINSTER
Proposed Future Land Use
January 2024

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Westminster Point Pleasant

Comprehensive Plan Amendment
Transportation Impact Analysis



Prepared for:
Westminster Communities of Florida
116 America Street
Orlando, Florida 32801

Prepared by:
Stantec Consulting Services Inc.
6920 Professional Parkway East
Sarasota, Florida 34240

January 2024

Westminster Point Pleasant
Comprehensive Plan Amendment
Transportation Impact Analysis

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Professional Engineer's Certification

I hereby certify that I am a Licensed Professional Engineer in the State of Florida practicing with Stantec Consulting Services Inc. and that I have supervised the preparation of and approve the evaluations, findings, opinions, conclusions, and technical advice hereby reported for:

PROJECT: Westminster Point Pleasant
Comprehensive Plan Amendment
Transportation Impact Analysis
215617665

LOCATION: North of SR 64 (Manatee Avenue W) and west of 15th Street W in Bradenton, Florida

This document titled Westminster Point Pleasant Comprehensive Plan Amendment Transportation Impact Analysis was prepared by Stantec Consulting Services Inc. for the account of Westminster Communities of Florida. The material in it reflects Stantec's best judgment in light of the information available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. Stantec Consulting Services Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Prepared by:



Digitally signed by Matthew Crim
Date: 2024.01.23 17:10:25 -05'00'

Introduction

The purpose of this study is to determine the transportation impacts of the proposed Westminster Point Pleasant Comprehensive Plan Amendment (CPA). The Westminster Point Pleasant property comprises 13 parcels totaling +/- 15.9 acres. The property serves as a Continuing Care Retirement Community accommodating independent living, assisted living, and skilled nursing facilities. The subject parcels are located north of SR 64 (Manatee Avenue W) and west of 15th Street W. The project location is shown in **Figure 1**.

The applicant proposes to amend the City of Bradenton's Comprehensive Plan Future Land Use Map to change +/- 15.9 acres of High Density Residential (RESHIGH) to Urban Central Business District (UCBD). The maximum development intensities allowed by the approved and proposed land use designations are shown in **Table 1**.

Table 1: Approved & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Approved	RESHIGH	15 units / acre	15.9	238 units
Proposed	UCBD	40 units / acre	15.9	636 units

Unlike a rezoning or site plan application, a Comprehensive Plan Amendment application generally does not include a build-out horizon year since at the time of application such a year is typically unknown. In order to evaluate the application beyond the current conditions, future short-term and long-range analysis periods were evaluated. A five-year short-term analysis for the year 2029 and a long-range analysis for the horizon year of 2045 were conducted.



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Data Source:
City of Bradenton Data

Figure 1: Project Location

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Trip Generation

Traffic volumes generated by the proposed land use amendment were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 11th Edition (2021)*. Land Use Code 255 (Continuing Care Retirement Community) was used to estimate the trip generation potential from the Comprehensive Plan Amendment. The net change in PM peak-hour trip generation is summarized in **Table 2**.

Table 2: PM Peak-Hour Trip Generation

Scenario	ITE Land Use Category	Variable	Size	Trip Rate/ Equation	Enter Split	Exit Split	PM Peak Total Trips		
							Total	Enter	Exit
Approved Land Use	Continuing Care Retirement Community - 255	Per Unit	238	T = 0.13(x) + 55.26	39%	61%	86	34	52
Proposed Land Use	Continuing Care Retirement Community - 255	Per Unit	636	T = 0.13(x) + 55.26	39%	61%	138	54	84
Net Change							**52**	**20**	**32**

Amendment Traffic Distribution

The project will use 15th Street W to access the functionally classified roadway network. Project traffic was distributed 50% to/from west on SR 64 and 50% to/from the east of SR 64 based on the 2022 daily traffic volumes from the Florida Department of Transportation's (FDOT) Florida Traffic Online (FTO) website. The proposed distribution is summarized in **Table 3** and the FDOT FTO information is provided in **Appendix A**.

Table 3: Project Traffic Distribution

Road Name and Segment	2022 AADT	Percent of Total AADT	Percent Project Traffic
SR 64 (Manatee Avenue W)			
26th St W to 15th St W	45,500	50.0%	50%
15th St W to 9th St W (WB)	24,500	26.9%	25%
SR 64 (6th Avenue W)			
15th St W to 9th St W (EB)	21,000	23.1%	25%
Total	**91,000**	**100%**	**100%**

Study Area

The study area consists of functionally classified roadway segments for which the net change in the proposed amendment's traffic is expected to consume at least 5% of the peak-hour level-of-service target or the first directly accessed functionally classified roadway segment into which the amendment parcels connect.

The amendment parcels will use 15th Street W to access the functionally classified roadway network. West of 15th Street W, SR 64 (Manatee Avenue W) is a four-lane divided roadway. East of 15th Street W, SR 64 splits into a one-way pair with westbound SR 64 using Manatee Avenue W and eastbound SR 64 using 6th Avenue W.

Roadways potentially affected by project traffic are within the adopted Transportation Concurrency Exemption Area (TCEA), within which roadway level-of-service is not applicable. However, to provide an indication of roadway operations and impact area, maximum peak-hour service volumes based on FDOT level-of-service targets for urban roadways were obtained from FDOT's *Generalized LOS Analysis Tables* and are attached in **Appendix B**. The results of the study area determination are provided in **Table 4** and demonstrate that only SR 64 where the amendment parcels will have direct access meets the significance threshold criteria.

Table 4: Study Area Determination

Road Name and Segment	Context Class.	LOS Target	Number of Lanes	Service Volume	Percent Project Traffic	New Project Traffic	% Impact	Significant Impact? (>5%)	Direct Access?
SR 64 (Manatee Avenue W)									
26th St W to 15th St W	C4	D	4	3,250	50%	26	0.8%	No	**Yes**
15th St W to 9th St W (WB)	C5	D	2	1,900	25%	10	0.5%	No	**Yes**
SR 64 (6th Avenue W)									
15th St W to 9th St W (EB)	C5	D	3	2,670	25%	16	0.6%	No	**Yes**

Existing Traffic Conditions

Existing traffic volumes were obtained from FDOT count station data along each roadway segment. Existing PM peak-hour volumes were calculated by multiplying the annual average daily traffic (AADT) volume by FDOT's Standard K of 9%. A review of the existing conditions indicates that the impacted segments of Manatee Avenue W within the study area are currently operating below FDOT level-of-service targets, but are within the City's TECA. **Table 5** summarizes the existing PM peak-hour operating conditions. The FDOT AADT is attached in **Appendix A** as well as shown in **Table 3**.

Table 5: Existing Traffic PM Peak-Hour Operating Conditions

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	Exisiting Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)					
26th St W to 15th St W	D	4	3,250	4,095	**Yes**
15th St W to 9th St W (WB)	D	2	1,900	2,205	**Yes**
SR 64 (6th Avenue W)					
15th St W to 9th St W (EB)	D	3	2,670	1,890	No

Future Traffic Conditions

Unlike a rezoning or site plan application, a Comprehensive Plan Amendment application generally does not include a build-out horizon year since at the time of application such a year is typically unknown. In order to evaluate the application beyond the current conditions, future short-term and long-range analysis periods were evaluated. A five-year short-term analysis for the year 2029 and a long-range analysis for the horizon year of 2045 were conducted.

Historical growth rates were calculated for the roadway segments within the study area. Daily traffic volumes were obtained from FDOT portable monitoring sites. As shown in **Table 6**, the historical growth within the study area has been 1.2% annually for the last five years and -0.6% annually for the last 15 years. A 1.0% annual growth rate was used to forecast existing traffic volumes to the 2029 short-term planning horizon. A 0.5% annual growth was used to forecast the 2029 short-term planning horizon volumes to the 2045 long-range planning horizon. The FDOT AADT is attached in **Appendix A**.

Table 6: Historical Growth Rates

Road Name and Segment	2007 AADT	2017 AADT	2022 AADT	5-Year Growth Rate	15-Year Growth Rate
SR 64 (Manatee Avenue W)					
26th St W to 15th St W	47,500	44,000	45,500	0.7%	-0.3%
15th St W to 9th St W (WB)	24,500	22,000	24,500	2.3%	0.0%
SR 64 (6th Avenue W)					
15th St W to 9th St W (EB)	25,000	20,000	21,000	1.0%	-1.1%
TOTAL	**97,000**	**86,000**	**91,000**	**1.2%**	**-0.6%**

2029 SHORT-TERM ANALYSIS

A short-term analysis was performed for the year 2029. The short-term analysis traffic volumes consist of the existing traffic plus a 1.0% annual growth rate. There are no programmed roadway capacity improvements in the 5-year period for the study area roadways. The 2029 short-term background traffic analysis indicates, that like the existing conditions, that the two segments of Manatee Avenue W within the study area will operate below FDOT level-of-service targets, but are within the City's TECA. **Table 7** summarizes the 2029 short-term background traffic PM peak-hour operating conditions.

Table 7: 2029 Background Traffic PM Peak-Hour Operating Conditions

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	2022 Exisiting Traffic	Bkgd Growth @1%	2029 Bkgd Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)							
26th St W to 15th St W	D	4	3,250	4,095	287	4,382	**Yes**
15th St W to 9th St W (WB)	D	2	1,900	2,205	154	2,359	**Yes**
SR 64 (6th Avenue W)							
15th St W to 9th St W (EB)	D	3	2,670	1,890	132	2,022	No

Although the study area roadways are located within the City's adopted TCEA, additional analysis was performed to determine the theoretical improvements necessary for operation within FDOT's level-of-service targets without the proposed comprehensive plan amendment. Widening of the two-way segment of Manatee Avenue W to a six-lane divided roadway and widening the one-way segment of Manatee Avenue W to a three-lane roadway will allow SR 64 to operate within FDOT's level-of-service targets, as reported in **Table 8.** The service volumes were taken from FDOT's *Generalized LOS Analysis Tables*, attached in **Appendix B**, for a C4 and C5 context classification. Again, note that these targets are not adopted standards by the City of Bradenton. Because the roadways are located with the City's adopted TCEA, roadway level of service is not applicable.

Table 8: 2029 Background Traffic PM Peak-Hour Operating Conditions (Improved)

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	2022 Exisiting Traffic	Bkgd Growth @1%	2029 Bkgd Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)							
26th St W to 15th St W	D	6	5,110	4,095	287	4,382	No
15th St W to 9th St W (WB)	D	3	2,670	2,205	154	2,359	No

Please note that three lanes on the one-way segment of Manatee Avenue is consistent with the City of Bradenton's Comprehensive Plan Transportation Element; however, widening of Manatee Avenue W from 26th Street W to 15th Street W beyond four lanes is not identified in the City of Bradenton's Comprehensive Plan Transportation Element.

The net change in traffic created by the proposed amendment was added to the background traffic conditions in 2029. The 2029 short-term total traffic analysis indicates that all roadway segments in the study area will continue to operate within FDOT's level-of-service targets with the identified background improvements. **Table 9** summarizes the 2029 short-term total traffic PM peak-hour operating conditions. The addition of the proposed amendment's traffic will not create any additional roadway deficiencies.

Table 9: 2029 Total Traffic PM Peak-Hour Operating Conditions

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	2029 Bkgd Traffic	CPA Traffic	2029 Total Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)							
26th St W to 15th St W	D	6	5,110	4,382	26	4,408	No
15th St W to 9th St W (WB)	D	3	2,670	2,359	10	2,369	No
SR 64 (6th Avenue W)							
15th St W to 9th St W (EB)	D	3	2,670	2,022	16	2,038	No

2045 LONG-RANGE ANALYSIS

A long-range analysis was performed for the year 2045. The long-range analysis traffic volumes consist of the short-term background traffic plus a 0.5% annual growth rate. The 2045 long-range background traffic analysis indicates that all roadway segments in the study area will continue to operate within FDOT's level-of-service targets with the background improvements identified in the short-term analysis. **Table 10** summarizes the 2045 long-range background traffic PM peak-hour operating conditions.

Table 10: 2045 Background Traffic Peak-Hour Operating Conditions

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	2029 Bkgd Traffic	Bkgd Growth @0.5%	2045 Bkgd Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)							
26th St W to 15th St W	D	6	5,110	4,382	351	4,733	No
15th St W to 9th St W (WB)	D	3	2,670	2,359	189	2,548	No
SR 64 (6th Avenue W)							
15th St W to 9th St W (EB)	D	3	2,670	2,022	162	2,184	No

The net change in traffic created by the proposed amendment was added to the background traffic conditions in 2045. The 2045 long-range total traffic analysis indicates that all roadway segments in the study area will continue to operate within FDOT's level-of-service targets with the identified background improvements. **Table 11** summarizes the 2045 long-range total traffic PM peak-hour operating conditions. The addition of the proposed amendment's traffic will not create any additional roadway deficiencies.

Table 11: 2045 Total Traffic PM Peak-Hour Operating Conditions

Road Name and Segment	LOS Target	Number of Lanes	Service Volume	2045 Bkgd Traffic	CPA Traffic	2045 Total Traffic	Exceeds LOS Target?
SR 64 (Manatee Avenue W)							
26th St W to 15th St W	D	6	5,110	4,733	26	4,759	No
15th St W to 9th St W (WB)	D	3	2,670	2,548	10	2,558	No
SR 64 (6th Avenue W)							
15th St W to 9th St W (EB)	D	3	2,670	2,184	16	2,200	No

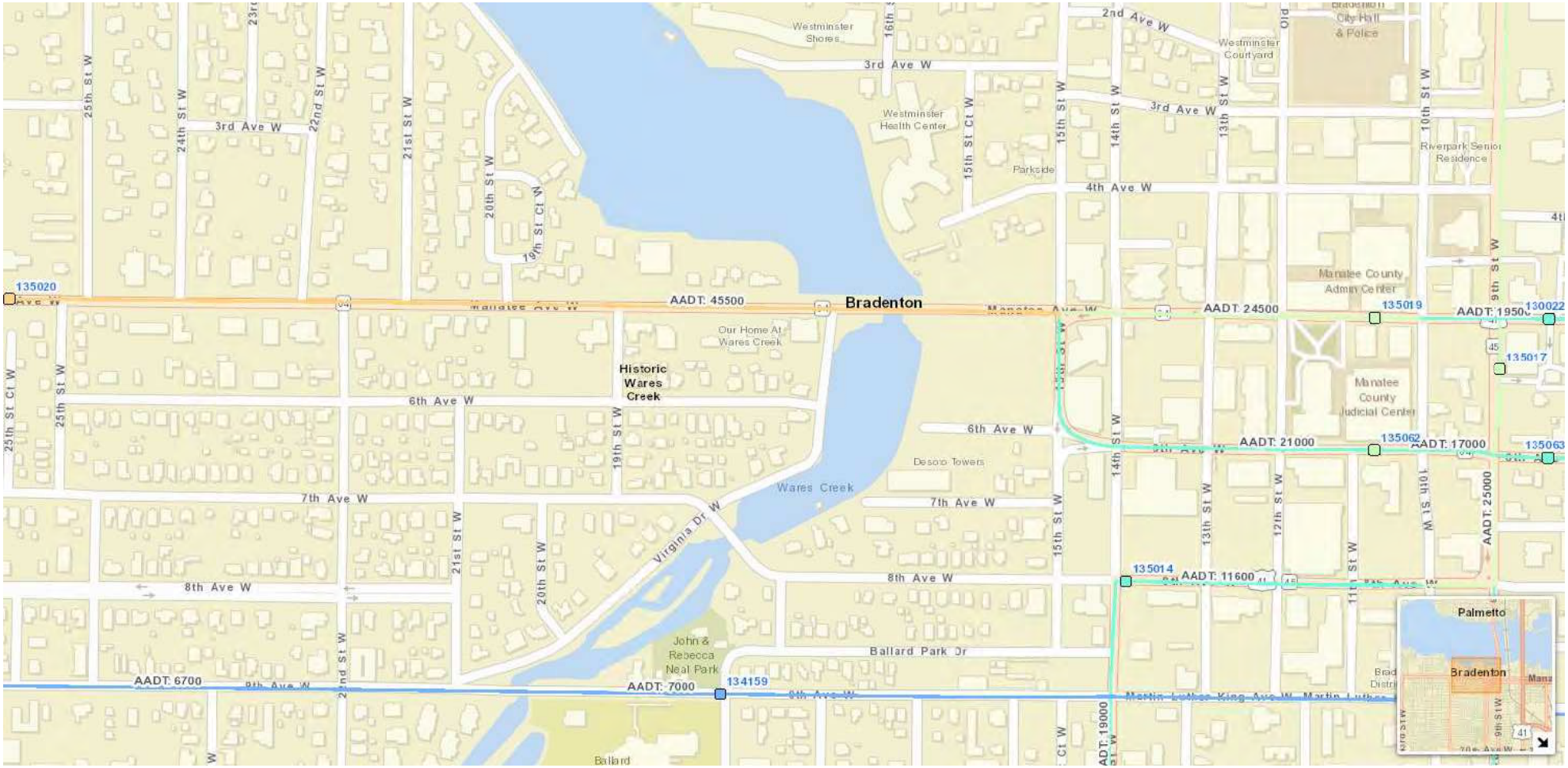
Conclusion

The applicant proposes to amend the City of Bradenton's Comprehensive Plan Future Land Use Map to change the land use designation of +/- 15.9 acres of High Density Residential (RESHIGH) to Urban Central Business District (UCBD). The proposed land use change will result in a net increase of 52 PM peak-hour two-way trip ends. An analysis of the impacts of this proposed change indicates:

- All study area roadways are located within the City's adopted TCEA, and roadway level-of-service is not applicable.
- Currently, SR 64 (Manatee Avenue W) within the study area is operating outside of FDOT's level-of-service targets.
- In order to operate within FDOT's level-of-service targets, widening of the two-way segment of Manatee Avenue W to a six-lane divided roadway and widening the one-way segment of Manatee Avenue W to a three-lane roadway would be needed. Please note this is for information purposes only, as FDOT's level-of-service targets are not adopted by the City of Bradenton for these roadways.
- The three lane improvement on the one-way segment of Manatee Avenue is consistent with the City of Bradenton's Comprehensive Plan Transportation Element. Widening of Manatee Avenue W from 26th Street W to 15th Street W beyond four lanes is not identified in the City of Bradenton's Comprehensive Plan Transportation Element.
- With the identified improvements, SR 64 (Manatee Avenue W) would continue to operate within FDOT's level-of-service targets under total traffic conditions through both the short-term and long-term planning horizons.
- SR 64 (6th Avenue W) is currently operating and will continue to operate within FDOT's level-of-service targets under total traffic conditions through both the short-term and long-term planning horizons.
- The proposed comprehensive plan amendment is consistent with the City of Bradenton's adopted comprehensive plan.

APPENDIX A

FDOT FTO AADT DATA



FDOT AADT DATA

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 13 - MANATEE

SITE: 5020 - SR 64, EAST OF 26TH STREET WEST

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	45500 C	E 21000	W 24500	9.00	56.10	2.80
2021	46000 C	E 22500	W 23500	9.00	56.10	4.40
2020	47000 C	E 23000	W 24000	9.00	56.30	4.80
2019	44500 C	E 22000	W 22500	9.00	56.80	3.60
2018	42500 C	E 21500	W 21000	9.00	55.80	3.80
2017	44000 C	E 20500	W 23500	9.00	56.50	2.30
2016	43500 C	E 20000	W 23500	9.00	55.90	2.30
2015	45000 C	E 21000	W 24000	9.00	55.90	2.30
2014	41500 C	E 20500	W 21000	9.00	55.10	2.30
2013	44500 F	E 20500	W 24000	9.00	55.10	2.30
2012	44000 C	E 20500	W 23500	9.00	54.60	2.30
2011	43500 F	E 21000	W 22500	9.00	55.80	2.20
2010	43500 C	E 21000	W 22500	10.92	56.97	2.20
2009	41500 C	E 19500	W 22000	11.15	58.32	2.20
2008	45500 C	E 22000	W 23500	10.91	56.77	2.60
2007	47500 C	E 22500	W 25000	10.37	55.17	2.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 13 - MANATEE

SITE: 5019 - SR 64/MANATEE AVENUE WB, WEST OF 10TH STREET WEST

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	24500 F	0	0	9.00	99.90	4.30
2021	24000 C	W 24000	0	9.00	99.90	4.30
2020	23000 C	W 23000	0	9.00	99.90	5.40
2019	23000 C	W 23000	0	9.00	99.90	4.10
2018	23000 C	W 23000	0	9.00	99.90	4.20
2017	22000 C	W 22000	0	9.00	99.90	4.40
2016	22000 C	W 22000	0	9.00	99.90	4.00
2015	22500 C	W 22500	0	9.00	99.90	3.60
2014	22500 F			9.00	99.90	4.40
2013	22000 C	W 22000	0	9.00	99.90	4.40
2012	20000 C	W 20000	0	9.00	99.90	3.60
2011	23500 F	0	0	9.00	99.90	2.80
2010	23500 C	W 23500	0	10.92	99.99	2.80
2009	24000 C	W 24000	0	11.15	99.99	2.60
2008	25000 C	W 25000	0	10.91	99.99	3.40
2007	24500 C	W 24500	0	10.37	99.99	2.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 13 - MANATEE

SITE: 5062 - SR 64/6TH AV WEST EB, WEST OF 10TH STREET WEST

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	21000 C	E 21000	0	9.00	99.90	3.10
2021	19000 C	E 19000	0	9.00	99.90	4.70
2020	20500 C	E 20500	0	9.00	99.90	4.60
2019	18000 C	E 18000	0	9.00	99.90	3.30
2018	20500 C	E 20500	0	9.00	99.90	4.00
2017	20000 C	E 20000	0	9.00	99.90	4.00
2016	22000 C	E 22000	0	9.00	99.90	4.00
2015	20500 C	E 20500	0	9.00	99.90	3.20
2014	22500 F			9.00	99.90	3.20
2013	22000 C	E 22000	0	9.00	99.90	3.20
2012	21000 C	E 21000	0	9.00	99.90	3.30
2011	21500 F	0	0	9.00	99.90	3.30
2010	21500 C	E 21500	0	10.92	99.99	3.30
2009	21000 C	E 21000	0	11.15	99.99	2.70
2008	23000 C	E 23000	0	10.91	99.99	3.00
2007	25000 F	0	0	10.37	99.99	3.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX B

FDOT GENERALIZED SERVICE VOLUME TABLES

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900



(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

Westminster Point Pleasant

Ecological Analysis

Prepared for:
Westminster Communities of Florida

Prepared by:
Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, Florida 34240

January 16, 2024

Sign-off Sheet

The conclusions in the Report titled Westminster Point Pleasant – Ecological Analysis are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from Westminster Communities of Florida (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided to applicable authorities having jurisdiction and others for whom the Client is responsible, Stantec does not warrant the services to any third party. The report may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion.

Prepared by 
(signature)

Elizabeth Eardley

1.0 INTRODUCTION

Westminster Communities of Florida s is requesting a future land use map amendment, along with the concurrent Comprehensive Plan text amendment and rezone application to support the Westminster retirement community's development program and vision for resilient redevelopment and growth.

The project is comprised of thirteen parcels totaling approximately 17.28 acres located on the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton as depicted on the enclosed **FLUCCS Map** included in **Appendix A**.

2.0 SITE CHARACTERIZATION

Habitats and land cover types found within the project area are categorized below using the Florida Department of Transportation's (FDOT) Florida Land Use, Cover and Forms Classification System (FLUCCS). An exhibit of the property which illustrates the extent and location of these habitat and land cover types is depicted on the attached **FLUCCS Map** in **Appendix A**.



FLUCCS 120 and 130 – Residential Medium and High Density

The majority of the project area, approximately 14.14 acres, has been classified medium and high-density residential areas as they are comprised of the existing independent living, assisted living, and skilled nursing facilities and a few residential home sites. A few strands of mangroves were mapped waterward of the surrounding seawalls.



FLUCCS 190 – Open Land

This FLUCCS code comprises approximately 3.14 acres of the project area that historically contained residential dwellings that were cleared in the late 1990's and 2020. These areas are dominated by regularly mowed and maintained open grassy areas with mangroves lying waterward of the surrounding seawalls.

3.0 WILDLIFE UTILIZATION

A Stantec ecologist conducted an ecological assessment of the various habitat components of the site on December 5, 2023 for the purpose of identifying and documenting the occurrence of species listed as endangered or threatened by the Florida Fish and Wildlife Conservation Commission (FWC) or the U.S. Fish & Wildlife Service (FWS) or their habitats. During this preliminary survey, the ecologist looked for individual specimens, scat, or any other identifiable signs of listed species, such as nests or burrows. No such evidence was observed within the project boundary.

The listed species presented below were identified by the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix as having a potential for on-site habitat utilization. Due to historical land alterations and surrounding land uses, the presence of on-site habitats typically used by these species is unlikely.

• **Bald Eagle** (*Haliaeetus leucocephalus*) – The nearest reported bald eagle nest (MN048) is located approximately 2.3 miles north northwest of the project. The nesting status for this location was documented as Occupied for the 2023 nesting season. No additional nests were observed on-site during the preliminary wildlife surveys, thus there are no anticipated impacts to this species.

• **Wood Stork** (*Mycteria americana*) – The adjacent waterways may provide the potential to support utilization by this federally regulated species. However, as there is no proposed in water work, there are no anticipated impacts to this species.

• **Gopher Tortoise** (*Gopherus polyphemus*) – No gopher tortoise burrows were observed on-site during the preliminary wildlife survey. If gopher tortoises or their burrows are discovered within the project limits, appropriate permitting efforts will be undertaken consistent with FWC permitting guidelines.

• **Eastern Indigo Snake** (*Drymarchon corais couperi*) – Due to the existing on-site and surrounding land uses, utilization of onsite habitats by this species is highly unlikely. If the FWS Standard protection Measures for the Eastern Indigo Snake are followed during site preparation and project construction, no adverse impacts to this federally regulated species are anticipated to occur.

4.0 WETLAND PROTECTION

No wetland, mangrove, or other surface water impacts are proposed with this project.

5.0 CONCLUSION

The conceptual site plan associated with the proposed future land use map amendment, concurrent Comprehensive Plan text amendment, and rezone application proposes no impacts to native habitats, wetlands, or regulated wildlife species.

Appendix A MAPS



FLUCCS Code	Description	Acreage
120	Residential, Medium Density	1.85
130	Residential, High Density	12.29
190	Open Land	3.14
	Total	**17.28**

Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Notes: 1. Coordinate System: NAD 1983 StatePlane Florida West FIPS 0902 Feet
2. Source data: Stantec, Southwest Florida Water Management District
3. Imagery: Manatee County 2023 Aerial

Westminster Point Pleasant Master Project

Florida Land Use & Cover Classification System Map

December 2023

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600
Tampa, FL 33602
tel 813.223.9500
fax 813.223.0009

N

0 125 250 Feet

Prepared by: D.R.J
Technical Review by: C.J.B

WESTMINSTER POINT PLEASANT DISASTER PLAN

COMPRESHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

I. INTRODUCTION

A. Basic Information

1. Westminster Communities of Bradenton,
Westminster Point Pleasant
Nursing Center and Assisted Living
1533 4th Avenue West
Bradenton, FL 34205
Phone: 941-747-1881
Fax: Administration 941-749-6657

2. Owned by:

Presbyterian Retirement Communities
80 W. Lucerne Circle
Orlando, FL 32801
Phone: 1-800-789-1628
Contact Person: Garry Hennis, Chief Operating Officer

3. Building Information:

Year Built:
2000 - Towers nursing center and assisted living
1995 Shores memory care assisted living

a. Type of Construction
    a. Towers nursing center and assisted living: Stucco & Concrete, metal frame
    b. Shores memory care assisted living Stucco with metal frame
b. Dates of Subsequent Construction:
    1. 2016 redesigned the nursing and living room space

4. ADMINISTRATOR:

TERRY CARR EXECUTIVE DIRECTOR
Work: 941-747-1881
Personal Cell: Information on file at the facility

BRIAN PARKS, ASSISTANT EXECUTIVE DIRECTOR
Work: 941-748-4161, extension 224
Personal Cell: Information on file at the facility

CATHERINE CHABRIER, NURSING CENTER ADMINISTRATOR

Work: 941-747-1881
Personal Cell: Information on file at the facility

GEORGETTE LODWICK, AL COORDINATOR
Work: 941-748-4161, extension 254
Personal Cell: Information on file at the facility

5. The Administrator will implement this plan.

6. This plan was developed with collaboration by management staff at Westminster Point Pleasant.

7. Organizational Chart - - -

B. Reference materials used in the development of the Plan was the facility's previous Policy and Procedure, worksheets from Manatee County Emergency Management and Presbyterian Retirement Communities Corporate office.

C. Hierarchy of authority in place during emergencies is the same as the previous organizational chart -ANNEX #1

1. Departmental Chain of Command - ANNEX #1

2. Incident Command System (ICS) and relevant policies - - - - - - - - -ANNEX #1

III. HAZARD ANALYSIS

A. Westminster Communities of Florida, dba Presbyterian Retirement Communities, dba Westminster Point Pleasant is vulnerable to:

1.	BOMB THREAT	ANNEX P&P #2
2.	WEATHER EVACUATION	ANNEX P&P #3
3.	EXPLOSIONS	ANNEX P&P #4
4.	FIRE	ANNEX P&P #5
5.	FLOOD AND WATER DAMAGE	ANNEX P&P #6
6.	HAZARDOUS MATERIALS (SEWAGE/WASTE)	ANNEX P&P#7
7.	POWER FAILURE	ANNEX P&P #8
8.	SHELTER IN PLACE AGREEMENTS (MATA)	ANNEX P&P #9
9.	TORNADO	ANNEX P& P #10
10.	AC/HEAT FAILURE	ANNEX P&P #11
11.	ELOPEMENT/WANDERING	ANNEX P&P #12
12.	PANDEMIC, INFECTION CONTROL, BIOTERRORISM	ANNEX P&P #13
13.	ACTIVE SHOOTER	ANNEX P&P #14
14.	TEMPERATURE EXTREMES (HEAT/COLD)	ANNEX P&P#15
15.	CYBER ATTACK	ANNEX P&P #16
16.	HIPAA SECURITY	ANNEX P&P #17
17.	EARTHQUAKE	ANNEX P&P #18

B. Site Specific Information

1. The Point Pleasant has dealt with short term power outages, in which our emergency generator came online as planned. The facility's chiller has failed, and we were able to keep the facility within the required temperature zone, and have extra fans in storage as emergency back-up.

2. The Point Pleasant Point Pleasant facility is in Hurricane Evacuation Zone A.

a. The facility is in flood zone AE as identified on a Flood Insurance Rate Map.

b. The Point Pleasant facility is located near State Route 64, Business State Route 41 and within a five-mile radius of railroad tracks, with potential for transportation of Hazardous Materials incidents from all.

c. It is within the range of Tropicana and Manatee Ice for potential Hazardous Materials incidents from fixed facilities.

d. It also has the potential for a Hazardous Materials incident from chemicals used in the Housekeeping and Maintenance Departments.

e. The facility is not within a 50-mile radius of a nuclear power plant.

3. Point Pleasant – Nursing Center

a. The license is active until May, 2025.

b. The Point Pleasant Nursing Center is licensed for 120 beds. There are 16 private rooms and 52 semi-private rooms. These rooms are evenly split on the second and third floors of the Health Center/Towers building.

c. Types of Residents in Nursing Center:

1. On average there are 25 residents who have Alzheimer's or some other type of dementia.

2. On average there are 10 residents that require oxygen. Most use concentrators. There are up to 35 E tanks on site for personal use.

3. Other special equipment that residents may have in use include: mechanical lift, specialty beds/mattresses, IVs, feeding tube and pump, etc.

4. We have no residents that could not be considered self-sufficient with minor assistance.

4. Point Pleasant- Assisted Living

a. The license is active until February, 2024.

b. The Point Pleasant Assisted Living is licensed for 117 beds. Current average number of residents in the Assisted Living is 50. Twenty beds are designated for memory care at the Shores building. There are 34 units in the Health Center/Towers building.

c. Types of Residents in Assisted Living:

1. Some of the residents have Alzheimer's or some other type of dementia.

2. There is 1 residents that currently require oxygen. No other special equipment

3. We have no residents that could not be considered self-sufficient with minor assistance.

1. Point Pleasant- Independent Living

5. Point Pleasant – Independent Living

a. The capacity, at the Point Pleasant, for Independent Living residents is a maximum of 243 residents.

b. The residents may vary from completely independent, to those with minor visual and mobility difficulties, and/or who are on oxygen. Several residents have outside services to support their selfcare and medical needs.

c. The Health Resource Nurse will have a list of those independent residents that may need assistance in an emergency.

IV. CONCEPTS OF OPERATION

A. DIRECTION AND CONTROL:

1. Person in charge during emergencies – Executive Director

2. CHAIN OF COMMAND **Annex #1**

3. The Executive Director, or his designee, will monitor the weather via TV, radio, websites and/or the weather alert radio. He will also be in contact with Manatee County Emergency Management Department for any additional information, and advisements as to when to activate the facility's Storm Plan

a. Departmental staff will be alerted by their supervisors **Annex #1**

4. Each Department has a Standard of Operations **Annex #1A**

5. Procedures to ensure the following are:

a. Food and water supply – Dietary **Annex #1A**

b. Sleeping arrangements – Housekeeping **Annex #1A**

c. 72-hour supply of essential supplies **Annex #1A**

d. Emergency Power – Maintenance **Annex #8**

i. The capacity for the emergency fuel system is 250 gallons.

e. Transportation is covered in the evacuation plan

i. Evacuation **Annex #3**

ii. Contracts **Annex #9**

6. Provisions for continuous staffing

i. All staff is required and expected to report to work during emergency situations. The normal staffing schedules will be followed as closely as possible. Adjustments will be made as necessary.

ii. Common areas and empty apartments in the Point Pleasant building will be prepared to sleep employees.

iii. Staff are to bring their own bedding **Annex #1A**

B. NOTIFICATION:

1. The facility will receive warnings via TV, radio, weather alert radios (on stand-by mode 24 hours at the nurse's station) and through an automated calling system (Call-em-all).

2. The Point Pleasant's 24-hour contact number is 941-747-1881 or after normal business hours, phone calls are directed to security personnel 941-773-4729.

3. The Executive Director or Designee will be alerted by T.V., radio and Manatee County Emergency Management. When the decision has been made to evacuate/expand the facility, the Administrator will initiate the Call Down List, which will be distributed to key personnel when an ALERT is issued by the National Weather Service.

4. Call Down List----------**ANNEX #1**

5. All Department Heads and Supervisors will be on "alert" status with any pending storm. When a "Hurricane Alert" is issued they are to check in with the Administrator or his/her designee on a set schedule, if it occurs after business hours or on a weekend.

6. Alert and oriented residents may be told privately ahead of time. Disoriented or confused residents will not be told too far in advance, as it generally causes more confusion and agitation.

a. Alert and oriented residents may start packing the required materials if they choose to.

b. Staff may start packing clothes for disoriented, confused, or disabled residents, and place them in their closets ahead of time, if the alert may change to a warning.

7. All staff on the Call Down List will be responsible for calling down the call list until they reach staff. For those staff members who either do not have a phone or their phones are not working, they are to report to work for further instructions.

   Call Down List----------**ANNEX #1**

8. The Executive Director will notify Assistant Executive Director Administrator, and Administrative Assistant(s), who will alert Department Heads. The AL Coordinator will alert the rest of the AL nursing staff. The Director of Nursing/designee will alert the rest of the Nursing Center nursing staff. Department heads/designees will alert other staff in their departments.

9. The Assistant Executive Director, AL Coordinator and Administrative Assistant will be responsible for ensuring that families of the residents in Assisted Living are notified of the evacuation, and to where they are being evacuated to. The Director of Social Services will be responsible for ensuring that families of the residents in Nursing Center are notified of the evacuation, and to where they are being evacuated to. The Resident Lifestyles Coordinator and Administrative Assistant at Point Pleasant will be responsible for any calls concerning Independent Residents, if they are unable to do so themselves.

   Standard Operating procedures ANNEX #1A

C. EVACUATION:

1. The Executive Director, or their designee, is responsible for implementing the facility evacuation procedures.

   Hierarchy of Authority **ANNEX #1**

2. Transportation Agreements for evacuation and logistical support **ANNEX #9**

3. Presbyterian Retirement Communities dba, Westminster Point Pleasant, will be evacuated to other Presbyterian Retirement Communities first and then other facilities based on proximity, availability and risk level. Refer to Mutual Aid Transfer Agreements in **ANNEX #9**

4. In the event that there is structural damage to the Point Pleasant, the corporate offices will be notified and arrangements made with other facilities to absorb the Point Pleasant residents. **ANNEX #9**

5. In the event that there is a Class 5 storm approaching, as many Assisted Living residents will be transported to Westminster Towers, 70 W. Lucerne Circle, Orlando, FL 32801, as time permits. Nursing center residents will be transported to confirmed skilled nursing facilities outside of the evacuation zone.

6. There are no facilities between Bradenton and Orlando that are large enough to take all residents and staff.

7. All residents are initially encouraged to evacuate to friends and families, out of the evacuation zones.

8. Evacuation Routes **ANNEX #3**

9. Time needed for evacuation **ANNEX #3**

10. Mutual Aid Agreement **ANNEX #9**

11. It is the facility's policy that the number of staff to go with transferring residents is to be a minimum of one (1) on the transportation vehicle, and the remaining staff will drive their private vehicles, if available, to the evacuation site. The staff is to report to duty with the nurse in charge at the receiving facility.

12. The facility will be using their daily census sheets to check off those residents evacuated. A log system similar to the American Red Cross's may also be used. **ANNEX #3**

    a. Independent residents will be asked to "sign out" of the facility providing destination site with name, address and phone number on the facility's Log System,

    b. Assisted Living and Nursing Center residents will be checked off their census by the Nurses, or their designee.

    c. The Receptionist at the receiving facility will receive a copy of the census sheet listing the incoming residents and where they are located.

    d. AL Coordinator or designee will take incoming calls concerning the evacuated Assisted Living residents after the transfer and placement of residents is completed. Director of Social Services or designee will take incoming calls concerning the evacuated Nursing Center residents after the transfer and placement of residents is completed.

13. List of required items to be taken with residents **ANNEX #3**

14. After all residents' names have been checked off on the Census Sheet (as being transferred), the AL Coordinator and Director of Nursing, or their designees, and Housekeeping personnel, will take another copy of the census sheet.

    a. They then will check each room (including closets, bathrooms, and under beds).

    b. As the check is completed, and the room has been vacated, they will cross the room and bed number off the Census Sheet. The room doors will be closed and a chalk mark placed on the door.

15. The point person to begin pre-positioning of supplies and provision will be determined by the type of emergency.

    a. Point Pleasant will keep 3-5 days of emergency supplies on hand at all times.

b. Supplies needed for flooding, would be called for when Flood Watches and Warnings, due to Storm Surge, were issued by the Emergency Management Department.

c. Supplies will be repositioned to the Point Pleasant Towers building or Westminster Manor when the Storm Surge voluntary evacuation is called for.

d. Dietary will reposition some supplies but will also call for an extra delivery to be made at Point Pleasant.

e. All our suppliers will deliver to either the Towers building or Westminster Manor.

16. All supplies will be checked when a Storm Alert is announced.

a. All suppliers will be placed on stand-by for delivery of goods when Emergency Management calls for a voluntary evacuation, for Storm Surge, to begin..

b. When a Storm Warning is posted, and a voluntary evacuation is called for, suppliers will be called for pre-arranged deliveries.

17. Mutual Aid Agreements for transportation and alternative facilities will be initiated when a "STORM ALERT" is posted by the National Weather Service.

D. RE-ENTRY

1. Maintenance Department is responsible for the initial inspection of the evacuated facility. A verbal and written report will be given to the facility Executive Director, who will notify the county and corporate offices. The administrator will notify AHCA.

2. If the facility is evacuated, it must be inspected, if there has been wind/or water damage, before the building can be re-occupied.

a) Manatee County Building Inspectors

b) Facility's Maintenance Department

c) Corporate Building Inspectors

3. Residents will be transported back from the host facility to their home facility by the same transport systems that originally took them. **ANNEX #3**

E. SHELTERING

1. Receiving Procedures **ANNEX#3**

2. Floor Plans and allocated space **ANNEX #3**

3. Provisions **ANNEX #3**

4. Supplies **ANNEX #1a, 3**

5. All Staff is required to report to work during emergency situations. The normal staffing schedule will be followed as closely as possible. Adjustments will be made as necessary.

6. The Agency for Health Care Administration will be notified of the evacuation/expansion, by the Administrator or designee, as soon as the decision is made. The evacuation status is updated in the Health Facility Reporting System. If internet access is not available, a call will be made to

   Area Supervisor, Agency for Health Care Administration 813.871.7800

7. As staff and residents come into the facility, a staff person will instruct them in filling out a registration form. A notation will be made on the form as to their location. **ANNEX #3**

   a. If a person, who is not a member of the Westminster life plan communities or of a mutual aid facility who has activated the mutual agreement comes, they will be referred to a Red Cross Shelter, if time and transportation are available.

   b. If it is determined by our nursing staff, that a person is too ill for them to be cared for, that person(s) will be transported to a hospital when transportation is available.

V. INFORMATION, TRAINING AND EXERCISE

A. Key worker training during non-emergency times:

   1. At least annually, an in-service will be held concerning:

      a. Fire and Life Safety

      b. Hurricane Preparedness

   2. Maintenance Department performs routine fire drills.

B. Westminster Point Pleasant holds annual ALL STAFF in-services mandated by State authorities. These in-services include fire and life safety and disaster preparedness. Staff is required to sign an attendance roster and department heads are responsible for ensuring that absent staff is in-serviced at a later date.

   1. Safety Committee oversees the coordination and scheduling of these in-services.

   2. The training provider is designated by the Administrator or Safety Committee.

3. A review of the Storm Plan and Staff Responsibility is presented by department supervisors whenever there is enough warning of the anticipated event Includes:

    a. Flood procedures

    b. Tornado

    c. Power Failures

    d. A/C and Heating Equipment Failures, etc.

C. All new staff will receive a brief overview of Emergency Procedures during general orientation.

1. All staff will receive specific instructions of duties during floor orientation.

2. All staff will be shown where to find the Emergency Plan Policies and Procedures, and may examine it, or use it as a reference, at any time.

D. These in-services will include information and mock drills that include bomb threats, evacuation orders, fire and life safety and hurricane preparedness procedures. They will be facilitated by our Safety Committee and various outside professionals. Additional informational sessions and materials will be provided to residents.

E. During the disaster plan in-service, any deficient cited areas of concern will be given to the Executive Director and reviewed with a follow-up plan of correction.

F. Name and address of the facility with which there is an agreement for sheltering residents, if required to evacuate:

Agreements located **ANNEX #9**

G. Name and address of the facility with which there is an agreement for sheltering residents in case of an internal disaster such as a fire:

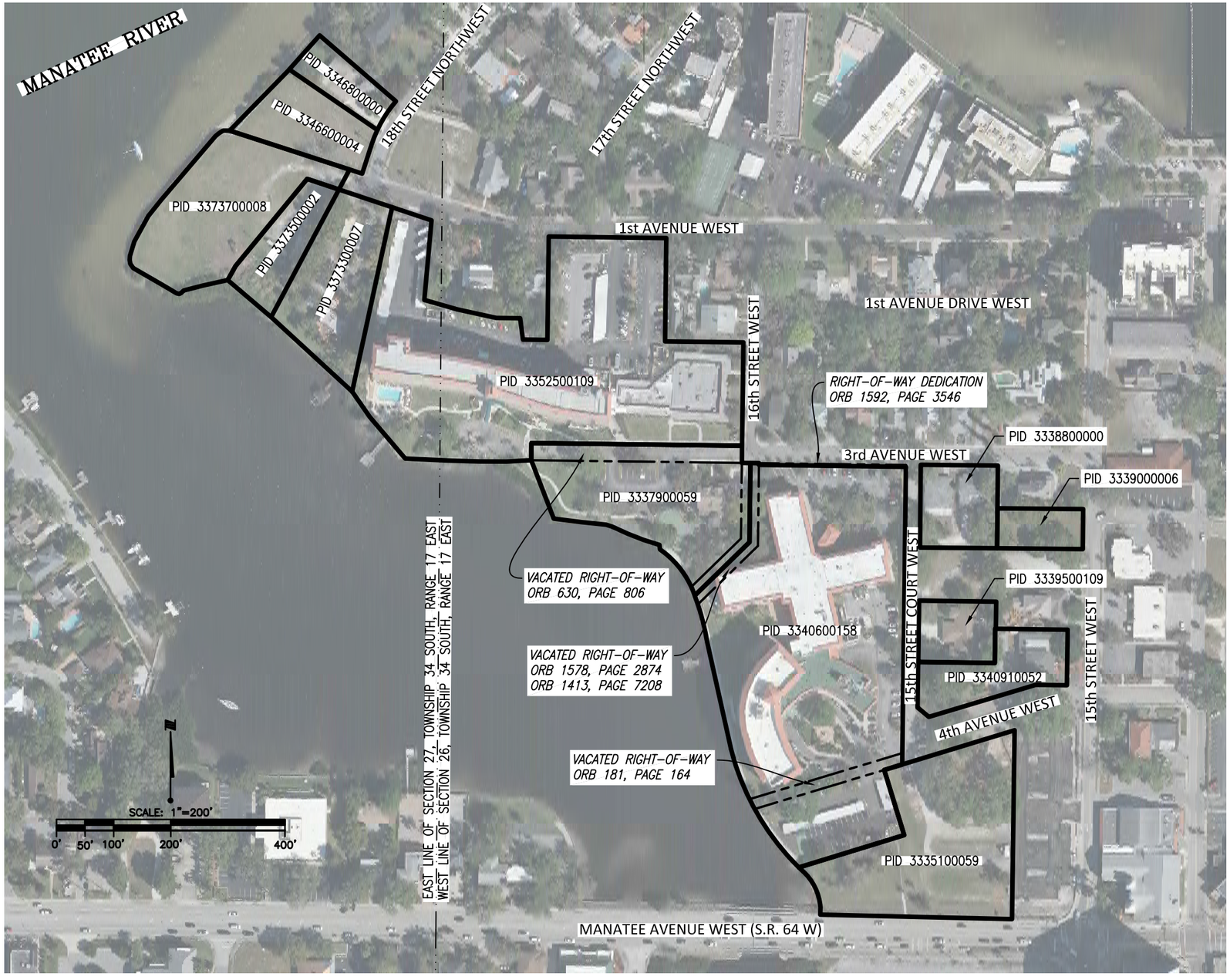
Westminster Manor
1700 21st Avenue West
Bradenton, FL 34205
941-748-4161

Agreement located **ANNEX #9**

H. Residents who are able, will be transported by the facility bus and private cars. Those who are unable to be transported by this means will be transported by a transportation company that is able to provide the appropriate type of transportation (wheelchair, stretcher, ambulatory bus)

See transportation list **ANNEX #9**

Sketch and Description



REV NO.	REVISION	DATE	DRAWN BY	EMP. NO.

Jan 26, 2024 – 10:38:23 EDMEJIA|\\Us0227-ppfss01\shared_projects\215617665\survey\drawing\215617665v-spex01.dwg

CLIENT:

ACTIVITY	INITIALS	EMP. NO.	DATE	
DRAWN BY:	EDM		01/26/24	
CHECKED BY:	SE		01/26/24	
COMPUTED BY:	EDM		01/24/24	

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DATE:	HORIZONTAL SCALE:	VERTICAL SCALE:	SEC: TWP: RGE:	FIELD BOOK:	FIELD BOOK PAGE:
01/26/24	1" = 200'	N/A	26&27-34S-17E		

TITLE:

EXHIBIT OF

TRACTS OF LAND LOCATED IN SECTIONS 26 & 27, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

TASK:	PROJECT NO.:	SHEET NUMBER:	DRAWING NUMBER:
	215617665	1 OF	215617665v-spex01

Concept Plan



DEVELOPMENT STANDARDS

PROPOSED BUILDING STANDARDS:
BUILDING HEIGHT MAXIMUM*:
PRINCIPAL BUILDING - 5 STORIES MAX., 2 MIN.
OUTBUILDING - 2 STORIES MAX.

SETBACKS- PRINCIPAL BUILDING:
FRONT PRINCIPAL - 0 FT. MIN., 8 FT MAX.
FRONT SECONDARY - 0 FT MIN., 8 FT MAX.
SIDE - 0 FT MIN., 24 FT MAX.
REAR - 3 FT MIN. OR 15 FT FROM CENTERLINE OF ALLEY

LOT WIDTH: 18 FT MIN.
LOT COVERAGE: 80%

PARKING: PER T-5 DEVELOPMENT STANDARDS
MAX. BASE DENSITY: 40 DU/AC

TOTAL AREA - 15.85 ACRES

* BUILDING HEIGHT BONUSES SHALL BE IN ACCORDANCE WITH FORM BASED CODE AND TEMPORARY BUILDING HEIGHT INCENTIVES

LEGEND

- PHASE-1 BOUNDARY
- PHASE-2 BOUNDARY
- PHASE-3 BOUNDARY
- PHASE-4 BOUNDARY
- PHASE-5 BOUNDARY
- EXISTING ROAD
- ACCESS ARROW

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WESTMINSTER POINT PLEASANT

CONCEPTUAL PLAN

JANUARY 2024

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0 500 1,000

Stantec

Westminster Point Pleasant

Future Land Use Amendment Application - Community Impact Report

On behalf of our client, Westminster Communities of Florida, we propose a Comprehensive Plan Future Land Use map amendment for the future redevelopment of the Westminster Point Pleasant property generally located on the southwest waterfront of the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. The Westminster property is comprised of thirteen (13) parcels totaling to approximately 15.9 acres. Parcel identification numbers for properties that are subject to future redevelopment include the following: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, and 3338800000. The property is currently utilized as a Continuing Care Retirement Community that accommodates independent living, assisted living, and skilled nursing facilities. This future land use map amendment, along with the concurrent Comprehensive Plan text amendment and rezone application, is proposed to support the Westminster retirement community's development program and vision for resilient redevelopment and growth.

With this application, we request a future land use (FLU) map amendment to change the Subject Property's designation from High Density Residential (RESHIGH) to Urban Central Business District (UCBD).

In support of this future land use map amendment, this Community Impact Report includes a detailed analysis on how the amendment complies with each of the following review criteria:

A. <u>Visual Impact Analysis</u>

The concurrent rezone application is proposed to change the Subject Property's zoning designation from General Urban Open (T4-O) and General Urban Restricted (T4-R) to Urban Center (T5). As displayed in the Conceptual Plan, the site plan includes proposed building standards and density information which meets the requirements of the T-5 district and UCBD FLU designation. Design standards will be followed to maximize compatibility with adjacent land uses. Temporary building height incentives that were recently approved for areas to the east are also proposed to be applied to this site. Additionally, other design features such as landscaping, fencing, and other buffering methods will be incorporated into the site plan as required by the City Land Use Regulations.

B. <u>Land Use Assessment</u>

Existing and Proposed Land Use:
The 15.8-acre Westminster Subject Property has been used as a Continuing Care Retirement Community since 1954 and accommodates independent living, assisted living, and skilled nursing facilities. This use is proposed to be maintained while the future land use amendment and concurrent text amendment and rezone applications will support the community's continued expansion and renewal of this existing use. As displayed in the Conceptual Plan, future development will remain consistent with the proposed UCBD district's max density of 40 DU per acre, thus permitting a maximum unit count of approximately 636 dwelling units. The residential component will remain the focus of future development with other potential supporting amenities such as outdoor dining venues, low impact recreational facilities, gardens, and trails.

Future Land Use (FLU) Amendment Request:
The existing FLU designations on the site and adjacent properties are as follows (See Existing Future Land Use Map):

- Subject Property – RESHIGH
- North – RESHIGH
- South – UCBD, RESHIGH
- East – RESHIGH, Urban Core (URBCORE)
- West – No FLU (Manatee River)

This Comprehensive Plan FLU amendment proposes a change to the Subject Property's FLU designation from RESHIGH to UCBD (See propose Future Land Use Map). This designation change is needed to support resilient redevelopment of the site, in order to accommodate the City's growing demand for residential units, especially for retirees and/or with assisted living needs.

C. Traffic Study

Please refer to the Transportation Study, attached to this application package.

D. Environmental Impact Assessment

Please refer to Environmental Narrative, attached to this application package.

E. Area Impact Assessment

With an updated FLU of UCBD, the Subject Property will remain compatible with the surrounding area, as the Westminster Retirement Community has existed in this location for over fifty years. Located on the fringe of the City of Bradenton's Urban Core area, this area is consistent with the intent of the UCBD district.

According to the City of Bradenton Comprehensive Plan, the UCBD FLU designation is the most intensely developed area of the City, supporting a downtown area for social, cultural, and economic interchange. The UCBD encourages mixed-use, walkable development with a variety uses such as heigh density residential, parks, commercial, professional services, and more. The maximum base density in the UCBD is 40 DU per acre. The URBCORE district is located within the City's UCBD and provides the hub for economic development and civic uses. The URBCORE district has an increased density and intensity maximum over the UCBD, allowing a maximum base density of 60 DU per acre with possibility of increased density up to 200 DU per acre is approved by the City Council and following additional criteria.

Consistent with these parameters, the site, with the proposed FLU of UCBD, is located adjacent to the URBCORE district. The proposed development will encourage internal trip capture through the implementation of ancillary support facilities, as well as the inclusion of multi-modal transportation options for internal community movement. Additionally, as stated above, density requirements will be adhered to and remain within the maximum 40 DU per acre standard.

The Subject Property will also remain compatible with adjacent RESHIGH property. The RESHIGH FLU designation generally promotes residential uses with potential neighborhood commercial components, such as light retail, restaurants, personnel services, etc. with a maximum density of 15 DU per acre. The proposed UCBD will be a logical extension of the adjacent UCBD and URBCORE areas, while remaining compatible with adjacent RESHIGH space through the implementation of required buffering, landscaping, and other pertinent building standards associated with the proposed T-5 site zoning designation.

F. Hurricane Evacuation Analysis

The majority of the Subject Property is located within the Zone A Evacuation Level, thus, existing and future residents of the Westminster community are evacuated first in the case of a Hurricane or other Declared State of Emergency that requires physical evacuation. As required by Manatee County, Westminster Communities has an existing Comprehensive Emergency Management Plan (CEMP) Disaster Plan. Please see this CEMP Disaster Plan, attached to this application package for more information on hurricane evacuation methods for the Westminster Point Pleasant community.

G. Consistency with Proposed Comprehensive Plan Text Amendment

The concurrent Comprehensive Plan text amendment application proposes updates to objectives and policies that would allow property in the CHHA to be considered for increased gross density when in compliance with certain standards. These standards include the requirement to demonstrate compliance with updated Policy 5.3.1 to be considered for this type of request. Policy 5.3.1 is proposed, as follows:

> *Policy 5.3.1: Comprehensive plan amendments within the CHHA must meet one of the criteria established in Section 163.3178(8)(a), F.S.*

Chapter 163.3178(8)(a) of Florida Statutes reads, as follows:

> *(8)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:*
>
> 1. *The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or*
> 2. *A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or*
> 3. *Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts*

reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

At this time, the proposed development at Westminster complies with Chapter 163.3178(8)(a).2., F.S., as reflected above. Before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12-hour evacuation for a category 5 storm. Please see the CEMP Disaster Plan, attached to this application package for more information on hurricane evacuation methods for the Westminster Point Pleasant community.

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
January 15, 2025

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Michael Neal-Vice Chair, Michael Jones, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Planning and Community Development Assistant Director, Lori Brunner-Planning and Community Development Administrative Assistant.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Motion to approve the December 11, 2024, Meeting Minutes by Commissioner Jones, and seconded by Commissioner Neal. Motion passed unanimously.

Items 5 and 6, Election of Officers and Review of By-Laws, were both postponed.

PUBLIC COMMENT
No speakers came forward to speak on non-agenda items.

Chair Ben Bakker asked if the Commissioners had any ex parte communication with any of the applications on today's agenda. There were none.

AGENDA ITEMS:

1. Resolution 25-03; Case SUP.24.0004
Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; to be located at 406 12th Street West (Parcel ID 3319400002) in the T5 (Urban Center) transect zoning district. Application filed by Robert Allen Woodring (agent) for CBR Holdings, LLC (owner).

Staff: Greg DeLong described the Special Use Case request.

Applicant: Robert Woodring, 406 12th St. W., Bradenton, stated that he is present for the application of a sidewalk café license and that his business has been in business for over 30 years on Old Main Street.

Mr. DeLong went over the proposed request which is consistent with the Land Use Regulations. He discussed the stipulations which were provided to the Board.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Neal seconded. Motion passed unanimously.

2. Resolution 25-02, Case SUP.24.0003
Request for a Special Use Permit to allow for a Club (Reception Center); to be located at 1720 Manatee Avenue West (Parcel ID 3370100004) in the UV (Urban Village) zoning district. Application filed by Adam and Kathleen LaFavre (owners).

Staff: Greg DeLong gave a summary of the Special Use Permit and showed maps, as well as a site location.

Applicant: Adam LaFavre, 1717 79th Ct. W., Bradenton, and Kathleen LaFavre, 1720 Manatee Ave. W., Bradenton, discussed the wedding venue. This will be a 4-to-5-hour venue and they have worked out the parking with the neighboring church, as well as valet parking. This will be primarily on the weekend. Traffic flow was also discussed; signs will be posted due to the location.

Mr. DeLong presented a zoning map and stated that they have been operating without a permit. He stated that there is nothing in the code that represents this type of use. He discussed the parking situation and suggested a stipulation, if approved. He also stated that in their application, there would be no cooking on site; just catering, and alcohol will be sold and served with the proper permit. This was also brought before the Development Review Committee and the Building Department is requesting a change of occupancy, due to the current classification. The Fire Department stated that one of the doors needs to be changed to an egress for exiting. The Police Department stated some concerns about the parking. The Comprehensive Plan design was discussed. Staff recommends stipulations. Mr. DeLong also mentioned the email that was sent to Robin Singer from Fred Longhi which was included in the meeting packet.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Mr. LaFavre stated that he has no objection to the stipulations suggested.

Motion: Commissioner Green motioned to approve with the stipulations, and Commissioner Jones seconded. Motion passed unanimously.

3. Ordinance 4035, Case CP.24.0363
An Ordinance of the City of Bradenton, Florida, amending objective 1.5.2

of the Future Land Use Element of the City's Comprehensive Plan and amending Objective 5.3, Policy 5.3.1, Policy 5.3.2, Policy 6.2.1 and Policy 6.2.5 of the Coastal Management and Conservation Element of the City's Comprehensive Plan, and adding Policy 5.3.1.1 and Policy 5.3.1.2 to the Coastal Management and Conservation Element of the City's Comprehensive Plan; providing for applicability; providing for severability; and providing for an effective date.

Staff: Robin Singer introduced the ordinance which is modifying the Comprehensive Plan to allow for map amendments allowing for additional density within the coastal high hazard area.

Applicant: Katie LaBarr, Stantec, 6920 Professional Parkway, Sarasota, on behalf of Westminster. Ms. LaBarr introduced Jim Palaski, Senior Vice President of Westminster, and Chris Wickburg, Vice President of Design and Construction at Westminster, as well as their legal counsel Stephen Dye and Patricia Petruff of Dye Harrison.
Jim Palaski, 5304 Bay State Rd., Palmetto, spoke about Westminster Communities of Bradenton, in the Point Pleasant neighborhood. He gave a presentation with maps of all the communities (22) across Florida.
Chris Wickburg, 116 America St., Orlando, discussed the plan, design, and redevelopment success. This includes a multi-phase plan which creates modern standards and life safety for the residents.
Ms. LaBarr went over the Comprehensive Plan text amendment proposal. She stated that their primary purpose is to ensure consistency regarding development within the coastal high hazard areas and their client's goal is to preserve an institution that has been a prominent fixture in the City of Bradenton for over 70 years, can continue. She discussed statutory language compliance and the impact of natural disasters, as well as the evacuation plan.
Patricia Petruff, certified land use attorney, Dye, Harrison, Knowles, 1206 Manatee Ave. W., Bradenton. She has represented this client for 46 years. She discussed the original coastal high hazard zones and the verbiage of when the Comprehensive Plans were originally written. She went over changes in units and future land use. She stated that this property is not subject to the overlay district; it is not part of that neighborhood; it is an institution, not residential. Ms. Petruff showed a map of the area and stated that this is not a T-4O zoning category. She stated that with the current ordinances, they would not be able to rebuild should buildings be destroyed.
Mr. Wickburg discussed the Shores building and renovations. Due to age, design, demand of residents, etc., renovations become an economic issue. They have been upgrading buildings, however, residents do not want to live in an older building.

Robin Singer reiterated that this is about text amendments that impact the coastal high hazard area as shown on land use maps within the City. She discussed the impacts of changing the land use designations.

The Board decided to listen to all presentations first, then make separate motions when all are complete. Public comments will be more than 3 minutes if needed.

4. Ordinance 4036, Case CP.24.0364
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 property located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000 and more particularly described in the attached "Exhibit A"; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the case for the Comprehensive Plan Land Use Map amendment. She showed tables to break down the differences between what is currently allowed and what they are seeking.
Patricia Petruff stated that typically when a text amendment is done, a map amendment is often done as well.

Robin Singer showed current zoning and future land use maps. The change of use would be from High Density Residential to Urban Central Business District. She explained the difference between them.

5. Ordinance 4037, Case LU.24.0361
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 T5 (Urban Center) for 15.9 acres located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the re-zone application. She discussed the differences between T4-O and T4-R, and why they are proposing the change to T5. Building height is one of the key differences. This plan helps to illustrate the overall development strategy. She showed a conceptual rendering of the plan.
Patricia Petruff stated that this is the best route forward. The current density is the issue for rebuilding. This is a long-standing residence, since 1954, and all will be incompliance with FEMA, etc. This is an investment in the City.

The Board discussed the amount of units with the applicant. The evacuation plans were questioned, as well as flooding and habitable floors to be over the parking area.
The current occupancy is 85 percent full.

Robin Singer went over the current zoning and future land use maps. She showed photos of the existing sight, and discussed the criteria for land use district designations.

Public Comment: Chair Bakker opened the Public Hearing.

Jeff Corey, 203 N. 18th St., Bradenton. Opposed.
Terry Carr, 1533 4th St. W., Bradenton. In favor.
Susan Miller Kelly, 2412 45th Ct. W. Bradenton. Opposed.
William Miller, 112 16th St. W., Bradenton. Opposed.
Mike Carter, 1018 1st Ave., Bradenton. Opposed.
Todd Lott, 1600 1st Ave. W., Unit 108 A, River Oaks, Bradenton. Opposed.
James Park, 117 N. 18th St. W., Bradenton. Opposed.
Michael K. Nolan, 1650 1st Ave. W., #401, Bradenton. Opposed.
Donna Mathias, 1600 1st Ave. W., Unit 501, Bradenton. Opposed.
Bonnie Brinson, 1600 1st Ave. W., Unit 405A, Bradenton (via email; spoken by Donna Mathias). Opposed.
Clare Ward, 1609 1st Ave., Bradenton. Opposed.
Debra Schreiber, 1717 1st Ave. W., Bradenton. Opposed.

Applicant: Patricia Petruff responded to the public comments. She spoke about units per acre; current and proposed. She also discussed the coastal high hazard area and traffic.

Public Hearing was closed.

Motions:

Ordinance 4035, Case CP.24.0363: Commissioner Neal motioned to approve, and Commissioner Green seconded. Motion passed with 3 votes in favor and 1 vote against.

Ordinance 4036, Case CP.24.0364: Commissioner Green motioned to approve, and Commissioner Neal seconded. 2 votes in favor and 2 votes against.

Ordinance 4037, Case LU.24.0361: Commissioner Neal motioned to approve, and Commissioner Green seconded. 2 votes in favor and 2 votes against.

City Attorney Scott Rudacille stated that the last 2 items will move forward to the City Council without a recommendation.

Adjournment: The meeting adjourned at 5:26 p.m.

Ben Bakker, Chair — Date 2/19/25

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

From: Cheryl Kinderknecht
To: Greg DeLong
Subject: [EXTERNAL] Re. August 13, 2025 Westminster Request Before City Council
Date: Tuesday, August 5, 2025 1:11:42 PM

You don't often get email from chkinderknecht@verizon.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.

Dear Commissioner DeLong, My name is Cheryl Kinderknecht and for the past 15 years I have lived full-time in my home at 1532 3rd Ave West. My home is located directly across the street from the current Westminster Towers Health Center building and ½ block to the east of the Westminster Shores building. I'm asking you to vote against Ordinance 4037 – Rezoning and Ordinance 4036 – Land Use Change which would implode the population density and completely destroy the nature and character of my neighborhood and the surrounding Point Pleasant community.

We're already at a saturation point with the day-to-day traffic on these narrow residential streets. There is the routine traffic associated with all the current residents of Point Pleasant. Even at Westminster's present size, their impact on neighborhood traffic is quite pronounced and includes multiple times daily fast-moving change of shift staff arrivals and departures; nearly daily food and product delivery by large trucks; daily back and forth traffic of Westminster's grounds utility vehicles; and the daily back and forth traffic of Westminster passenger cart and/or bus, and daily ambulance traffic, sometimes with sirens, sometimes not. We have learned to live and cooperatively deal with the current Westminster traffic situation in this tiny residential area, but I don't know how this small area can support the increased traffic which would result from the proposed explosion of the existing population density.

Another area of major concern is the sewage system, which does not seem adequate for the existing population density in this area. The system is always sluggish, often smelly, and periodically the sewer system needs to be opened up, siphoned off, and otherwise dealt with by the city crew. At least once a year the streets in this area have to be torn up for sewer repair, followed then by the necessary asphalt repair.

As the vote on this matter approaches, I'm asking you to please consider how you'd vote on these ordinances if the proposed changes were going to happen in your residential neighborhood? Thank you.

Cheryl Kinderknecht
chkinderknecht@verizon.net

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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.

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From: Peggy Long
To: Greg DeLong
Subject: [EXTERNAL] Subject: Opposition to Ordinances 4035, 4036, and 4037 — Preserve Point Pleasant and Protect Bradenton's Future
Date: Tuesday, August 5, 2025 8:09:18 PM

You don't often get email from peggylong@mac.com. Learn why this is important

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

Dear Mr. Delong,

As a Point Pleasant resident of over 30 years and a proud Manatee County native, I am writing to express my strong opposition to the proposed Ordinances 4035, 4036, and 4037 that will come before you for a final vote on August 13th.

These changes — particularly the drastic increase in allowable density from 15 to 40 dwelling units per acre in the Coastal High Hazard Area — would irreversibly alter the character of our city and put undue strain on already overwhelmed infrastructure. These areas are labeled "high hazard" for a reason. Increasing population density in zones that are the most vulnerable to flooding and storms is not only shortsighted — it is dangerous.

Furthermore, Ordinance 4037 would allow for buildings up to 12 stories tall adjacent to the historic Point Pleasant neighborhood. This type of high-rise urban development has no place in a small-scale, historic, residential district that reflects Bradenton's rich heritage and charm. Once that scale is lost, it cannot be regained.

The citizens of Bradenton — especially those who have invested their lives and families in its historic neighborhoods — deserve thoughtful, sustainable growth. Development should not come at the cost of public safety, livability, and community identity.

Please vote no on Ordinances 4035, 4036, and 4037. Bradenton deserves better.

Sincerely,

Peggy Harrison Long

1527 1st Ave Dr W Bradenton, FL

Point Pleasant Resident

Manatee County Native

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Letter to Bradenton City Council

August 5, 2025

Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Dear Honorable Mayor and Members of the Bradenton City Council,

I am writing to respectfully urge the City Council to require that the proposed Westminster expansion project, which ordinances 4036 and 4037 are scheduled for consideration on August 13, 2025, be subject to the Planned Development Project (PDP) process pursuant to 3.1.3 and 3.4.1 of the Bradenton Code of Ordinances, Land Use Regulations.

As outlined in the City of Bradenton's land use reguations, the Planned Development Plan process provides a robust and structured method for evaluating large-scale or complex projects like the proposed Westminster expansion. By engaging in the PDP process, the city ensures not only greater transparency and public involvement, but also a coordinated and flexible planning approach that benefits all stakeholders.

A PDP review would enable the Council and the community to evaluate Westminster's future expansion in a comprehensive manner—accounting for its scale, impact on surrounding neighborhoods, infrastructure needs, and integration with Bradenton's long-term vision as outlined in the Comprehensive Plan and Future Land Use Map.

Among the key benefits of the PDP process are:
- Zoning flexibility to allow tailored site design
- Integrated master planning for phasing and infrastructure coordination
- Enhanced public input through scheduled hearings
- Administrative clarity through DRC and staff review
- Compatibility with affordable housing and mixed-use objectives
- Alignment with the City's Future Land Use Map (FLUM)

As the City Council considers the these ordinances related to the Westminster project, I encourage you to prioritize the long-term vision and planning excellence that the PDP process supports. Doing so will ensure that the project proceeds in a way that is transparent, equitable, and consistent with the goals of a growing and inclusive Bradenton.

Thank you for your service and for your thoughtful consideration of this request.

Sincerely,

Constance W. Frazier

Constance W. Frazier
1510 1st Avenue West
Bradenton, FL 34205
919-274-0557
connie@lobbync.com

From:	Robin D. Singer
To:	Roberta Bass
Cc:	Greg DeLong
Subject:	RE: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date:	Monday, January 13, 2025 8:31:14 AM

Ms. Bass,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package materials for City Council.

Robin Singer
Planning and Community Development Director
City of Bradenton, Florida

-----Original Message-----
From: Roberta Bass <bertiebass3@gmail.com>
Sent: Saturday, January 11, 2025 8:21 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)

[You don't often get email from bertiebass3@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)

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From: Robin D. Singer
To: Bill
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Westminister planning change request
Date: Monday, January 13, 2025 8:29:22 AM
Attachments: image002.png

Mr. Peruzzi,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Bill <billperuz@aol.com>
Sent: Saturday, January 11, 2025 9:22 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Westminister planning change request

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

I have been a resident of the River Oaks Condominiums at Point Pleasant since 2002 and I have a PhD in ecology. Unfortunately, I have a conflict and will be unable to attend the January 15 planning meeting to discuss the proposal by Westminister to change zoning and plan changes at Point Pleasant. I have read the proposed changes to our peninsular and am appalled that the Westminister requests may be granted.

Since you work at the Bradenton City offices, I am sure that you are aware of the ever increasing traffic problems as the infrastructure and population increases. In particular, 3rd Avenue and the streets parallel to it are now congested on a daily basis and would only worsen should the Westminister request be granted.

I am also concerned about the effects that shall occur should too much of the surface of the peninsular be overly covered by buildings and parking lots. Open land is very important for proper drainage of rainfall plus

continually increasing the old Bradenton population places too much stress on the existing infrastructure. Our streets are often being dug up to address drainage problems, particularly caused by solid waste disposal. More buildings and more residents will only worsen this problem.

I trust that the proposed changes will be denied.

Sincerely, William T. Peruzzi 941-749-0234

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From: Robin D. Singer
To: Jessica Chalker
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e
Date: Tuesday, January 14, 2025 8:58:37 PM
Attachments: image002.png

Ms. Chalker,

Thank your for your input. We will share your email with the Planning Commission and include it with the package materials for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Jessica Chalker <jessica.chalker@gmail.com>
Sent: Tuesday, January 14, 2025 8:19 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e

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

Dear Ms. Singer,

Please find an attached letter expressing my opposition to the proposals to be discussed at tomorrow's meeting (agenda items 8 c-e). I am unable to attend the meeting but a neighbor has offered to read my letter in my absence. I wanted to make sure it reached your office directly, in the event anything prevents my neighbor from attending.

I'd appreciate it if you could let me know that you have received and were able to access the letter. Thank you for your time and consideration.

Jessica Chalker

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Jessica & Jonathan Chalker
104 15th St. W.
Bradenton, FL 34205

Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Subject: Opposition to Proposed Changes in Ordinances 4035, 4036, and 4037

Dear Members of the Bradenton Planning Department,

Due to the limited amount of time between receiving the letter of notification and the meeting date to discuss the referenced changes, we are unable to attend the meeting due to work obligations. We have asked our neighbor, Deborah Schrieber, to read our comments in our absence.

We are writing to express my strong opposition to the proposed changes to Ordinances 4035, 4036, and 4037 as submitted by Katie LaBarr of Stantec. These amendments, which seek to alter zoning and land-use regulations in sensitive and residentially focused areas, pose significant risks to the safety, character, and environmental sustainability of our community.

The proposed changes appear to prioritize high-density development in areas that are ill-suited for such purposes. Specifically, I have the following concerns:

1. **Increased Risk in Coastal High Hazard Areas (CHHAs):** Ordinance 4035 would allow increased housing density in CHHAs, areas already identified as vulnerable to hurricanes and flooding. This could exacerbate evacuation challenges and endanger residents' lives during natural disasters. In light of the three back to back hurricanes in the fall of 2024, one of which had a mandatory evacuation of this neighborhood, this change seems ill-advised.
2. **Strain on Infrastructure, Services, and Roadways:** Ordinances 4036 and 4037 appear to relax existing development standards, which could lead to overburdened water and sewage utilities, emergency services, and especially, residential roadways. It is my understanding that a traffic study was conducted by Presbyterian Retirement Communities, Inc., but that not all impacted roads were included in the study. It is imperative that all roads that would provide primary access to the proposed properties be studied. This includes 1st Ave., West, which directly impacts my family.
3. **Loss of Neighborhood Character:** Point Pleasant has been designated as a conservation district and adds to the individuality and charm of the downtown Bradenton area. Many visitors walking by our home often comment to us on how much they enjoy the character of the houses and neighborhood. Changing the balance of land use in this neighborhood by adding high-rise buildings and commercial activity into these areas risks eroding this balance, resulting in a loss of the community atmosphere that residents and visitors to Bradenton value.

4. **Environmental Impacts:** Expanding development in vulnerable areas threatens local ecosystems and could lead to more impervious surfaces, increasing runoff and contributing to flooding and water quality issues in adjacent waterways.

While I understand the need for responsible growth, these proposed changes do not align with the principles of safe and sustainable urban planning. I urge the Planning Department to reject these amendments and instead pursue alternatives that prioritize the safety, character, and quality of life of Bradenton's residents.

Thank you for your time and for considering the concerns of community members who are deeply invested in the future of Bradenton.

Sincerely,

Jessica & Jonathan Chalker
Point Pleasant Residents

From: Robin D. Singer
To: Greg DeLong
Subject: FW: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!
Date: Wednesday, January 15, 2025 9:11:33 AM

-----Original Message-----
From: Michael Eagen <mieagen1@gmail.com>
Sent: Wednesday, January 15, 2025 8:06 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!

[You don't often get email from mieagen1@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Robin
Thank you. My letter is written below:

City of Bradenton Planning Commission
My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!
Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants 8to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous! Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!
We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!
Thank you,
Marjorie and Michael Eagen 1600 1st Avenue West 308A Bradenton, Fl

Sent from my iPad

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Good afternoon. My name is Donna Mathias 1600 1st Ave W Unit 501, Bradenton FL

Ordinance 4035

Changes to the Coastal High Hazard Area (CHHA) will impact all of Bradenton not just Point Pleasant.

We just went through two back-to-back hurricanes and experienced historical storm surges. The Comprehensive Plan was written to deny such requests for a reason - safety of residents, ability to evacuate, and to alleviate additional burdens on our Public Safety folks. Increasing the density in this neighborhood would put the neighborhood at risk.

a. Almost tripling the density, traffic on 1st Avenue W will be unreasonable and overcrowded. When road work takes place on 1st Avenue River Oaks' parking lot becomes a thoroughfare, which is dangerous to its residents.

b. Increasing the density put more demands on infrastructure. Many residents currently have sewage that backs up in their homes or the odor encroaches in the interior of their home through the pipes when work is being done.

   We have seen the pumping station on 15th St fail multiple times, generators brought in, sewage seeping into the river and the odor is beyond belief.

Ordinance 4036

Proposal to change the density from 238 units to 636 units is a 266% increase

The traffic study was done only for the impact on 64 not the impact to the neighborhood roads. This plan shows that 5 levels of parking will be accessed from 1st Ave. Traffic will increase on 1st Avenue not only due to the additional residents, but also the increased staff and deliveries of supplies and services.

During construction of the proposed buildings, there will be heavy construction vehicles on 1st Avenue. Over the past several years, 1st Avenue has been consistently torn up due to sink holes or sewage/water issues. (**See Exhibit 1**)

EMERGENCY MANAGEMENT PLAN

Hurricane Evacuation Zone A

In 2017 when Hurricane Irma visited, my Mother-in-Law resided at Westminster in Independent Living and was told that she had to evacuate to a public shelter.. She no longer had a car and was using a walker. If we hadn't lived here she would have been pretty much

on her own. I spoke to one gentleman who was distressed as he had no one to help him- but was told he needed to go to a shelter. The emotional stress he was under was disturbing. Since my mother-in-law had medical issues and we lived in a mandatory evacuation zone we went to a shelter.where if needed she could get care. **(see exhibit 2)**. A shelter is not something I want to experience again but I am very grateful that we were with her. She was a real trooper.

This is also corroborated by the email from Regina Smith on May 30, 2024. **(See Exhibit 3)**

Ordinance 4037, Case LU.24.0361

The Subject Property will blend seamlessly with the mixed-use, residential area.

The homes in Point Pleasant are classified as Point Pleasant Neighborhood Conservation District. The construction of a 9 story building sandwiched between two residential PPNCD designated homes doesn't make any sense and is a disservice to the neighborhood and certainly the residents.

According to Alex Cecchini - Should we let people in apartments live on the quiet side-streets single family dwellers desire even if the scale isn't "compatible" with its neighbor? Just because we have the legal power to zone our city this way doesn't mean we *should*.

Allowing this type of construction on 1st Avenue West will increase traffic, increase noise, challenge the integrity of 1st Avenue W, and put an additional strain on our sewage and water systems. There will be more emergency traffic, sirens, buses, and golf carts. Traffic on 1st Avenue will not diminish, it will greatly increase.

Another concern is the demolition of the Shores. How will this impact the structural integrity of the surrounding homes/buildings?

One last aspect is who is really paying for what. Based on property tax records, between the Shores, the Towers and the Office Building (which most of the new construction will fall into these categories), in 2024 the assessed property value was $30,680,657. The Exemptions were $16,569,275 with the total taxable value of these properties at $14,111,382. Westminster paid $250,214 in taxes for 2024 on these properties. - **(See Exhibit 4)**

EXHIBIT 1

1600 1st Avenue W on January 14, 2025 -. This road was completely repaved about 5 years ago. Since then, it has been torn up multiple times due to sewage, water and sink hole issues.



May 18, 2023



May 18, 2023



July 7, 2023

EXHIBIT 1 (CONT'D)

1600 1st Avenue W on January 14, 2025 -. Notice the patches, dips and broken pavement.





EXHIBIT 2

Shelter with 85 year old mother-in-law on September 9, 2017



Our Room Mates

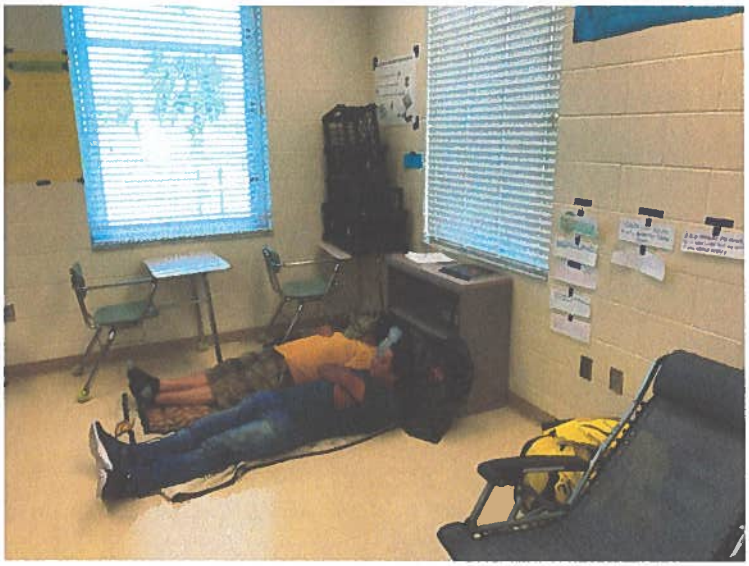



EXHIBIT 3

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."

I have lived in Westminster for 11+ years and the only people that Westminster does evacuate are those that reside in Assisted Living or the Health Center. As an independent resident I am required to make my own arrangements, to either re-locate or go to a shelter. Therefore, there will be more residents in need of shelter and or will be on the road during an evacuation.

Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .
I am asking that the proposal to change the zoning be denied.

Regina Smith

941-932-6708

222 12th St W Bradenton FL 34205

Exhibit 4

Westminster - Towers-Shores-Office

	Parcel ID	Owner	Location	LUC Desc	Current Zoning	Property Description	Historic	Land Use	Exemption Description from Tax Bill - 2024	Assessed Value Tax Yr 2024	Exemption Tax Yr 2024	Taxable Value Tax Yr 2024	Taxes Billed Tax Yr 2024	Taxes Paid Tax Yr 2024 Discount Taken
6	3352500109	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1700 3RD AVE W	Homes for the Aged (1555)	BR_T4-O	The Shores and parking lots surrounding the shores including memory unit on 6th Street W	URBAN-A,URBAN-C	7400; Homes for the aged	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	13,908,000.00	5,171,530.00	8,736,470.00	161,364.36	154,909.79
7	3337900059	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1625 3RD AVE W	Office Buildings-One Story (1555)	BR_T4-O	Administrative Offices for Westminster	URBAN-A,URBAN-C	1700; Office Buildings-One Story	Charitable Homes for Aged-SC Charitable Homes For Aged-CI Charitable Homes For Aged-CO	1,191,657.00	1,191,657.00	0.00	0.00	0.00
8	3340600158	PRESBYTERIAN RETIREMENT COMMUNITIES INC	312 15TH STREET CT W	Convalescent Homes (1555)	BR_T4-O	The Towers	URBAN-C	7800; Sanitary, Convalescent Home	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	15,581,000.00	10,206,088.00	5,374,912.00	99,275.70	95,304.67
			Totals						0.00	30,680,657.00	16,569,275.00	14,111,382.00	260,640.06	250,214.46

City of Bradenton
Planning Commission

My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!

Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous!

Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!

We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!

Thank you,
Marjorie and Michael Eagen
1600 1st Avenue West
308A
Bradenton, Fl

From: Roberta Bass <bertiebass3@gmail.com>
Subject: Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date: January 11, 2025 at 8:21:13 PM EST
To: robin.singer@cityofbradenton.com

Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)



MANASOTA — 88

A Project for Environmental Quality 1968 - 2088

Mayor Gene Brown
City of Bradenton, Florida
101 Old Main St.
34205-7865
February 2, 2025

Re: Presbyterian Retirement Communities, Inc., Ordinance 4035 - Case CP.24.0363, Ordinance 4036 – Case CP 24.0364 & Ordinance 4037 - Case LU.24.0361

Dear Mayor Brown & Council:

ManaSota-88, Inc strongly opposes Ordinance No. 4035, 4036 & 4037, if approved, the proposed ordinances will cause delays in hurricane evacuation, incompatibility of building types with surrounding neighborhoods, degradation of water quality and natural resource impacts throughout the City of Bradenton.

ManaSota-88, Inc. (hereinafter, "ManaSota-88") is a public interest conservation and environmental protection organization, which is a Florida not-for-profit corporation and a citizen of the State of Florida. The corporate purposes of ManaSota-88 include the protection and preservation of water quality and wildlife habitat in Manatee and Sarasota Counties, and the protection of public health and safety of residents of Manatee and Sarasota Counties. Objecting to Ordinance 4035, 4036 and 4037 falls within ManaSota-88's general scope of interest and activity.

A number of ManaSota-88's members own real property and reside in Manatee County, the City of Bradenton, Holmes Beach, Bradenton Beach, and Anna Marie and will be substantially adversely affected if the Bradenton City Council approves the proposed ordinance.

A vote to approve will place existing and future residents at needless risk from the effects of a catastrophic storm.

The text amendments to the Comprehensive Plan are directly related to the regulation of properties within the Coastal High Hazard Area (CHHA) and will allow for the increase in density in the CHHA.

Ordinance 4035 will be applicable to the entire City, the proposed amendments will impact over 4,000 parcels within the city, representing approximately 28% of the city's total land area.

ManaSota-88 recommends ***denial*** of Ordinance 4035, 4036 & 4037 for the following reasons:

ManaSota-88
www.manasota88.org
P.O. Box 1728, Nokomis, FL 34274
email contact: manasota88@comcast.net
(941) 966-6256

Reduction in Clearance Times for Hurricane Evacuation

The hazard of storm surges is significant given that the Presbyterian Retirement Communities property would be completely inundated in significant storm event such as a hurricane. A Category 1 hurricane would require the complete evacuation of the Presbyterian Retirement Communities property. Storm surge is the most dangerous hazard from a hurricane. A Category 5 hurricane could produce an eighteen-foot storm surge. The City of Bradenton has the responsibility for the safe evacuation of, not only its residents and property owners, but others as well.

Bradenton is venerable not only to storm surge flooding but also to the wind effects of a hurricane. Manatee County, including the City of Bradenton, is in one of the greatest areas of high-speed wind hazard in the entire United States.

Hurricane evacuation clearance times for Longboat Key, Anna Maria and Perico are among the highest for any area of Florida and the coastal United States. The impact of additional development in the City of Bradenton is significant considering the already congested state of the existing hurricane evacuation route.

State Road 64 (Manatee Avenue) from Palma Sola Boulevard to the Bradenton City Limit has traffic flows designated the worst possible level of traffic congestion. Manatee Avenue is the hurricane evacuation route for Anna Marie Island, City of Holmes Beach, Bradenton Beach and Longboat Key. The present level of service for this road is inadequate to ensure safe hurricane evacuation. Additional increases in density in the City of Bradenton will only place more residents at additional risks.

State Road 64 is a major hurricane evacuation route in Manatee County. Based on the elevations of State Road 64, the road is likely to be underwater and unusable in Category 2 hurricane or higher, thus preventing evacuation. The intersection of I-75 and State Road 64 will likely become bottlenecked in the event of a major hurricane evacuation event.

Bradenton currently lacks sufficient hurricane shelter capacity to accommodate persons evacuating a Category 3, 4 or 5 hurricanes. Ordinance 4035 should be denied based on the current deficiency of hurricane shelters.

Wildlife Habitat and Vegetation Impacts

The direct, secondary and cumulative impacts of the proposed Ordinances fail to conserve, protect wildlife habitat, or protect native vegetative communities. There will likely be adverse impacts on endangered and threatened wildlife, and environmentally sensitive lands. Ordinance 4035 will relate to the entire City of Bradenton, not just the Presbyterian Retirement Communities, Inc., property.

Degradation of Water Quality

Pollution associated with increased traffic and run-off from an increase in development in the CHHA will likely increase over time and will likely be much greater than permitted for the ambient background non-degradation standards.

The direct, secondary and cumulative impacts of Ordinance 4035 will likely result in unpermittable adverse impacts, which may violate water quality standards. Reasonable assurances have not been provided that the proposed changes would not adversely affect the conservation of fish and wildlife, including endangered or threatened species or their habitats.

Degradation of the Level of Service of Roads

The proposed Ordinances will likely increase traffic congestion on State Road 64. There are existing problems regarding adequate traffic flow on State Road 64 on a day-to-day basis. The level of service of State Road 64 will continue to deteriorate; with additional road segments failing. Traffic congestion has adverse impacts upon neighborhoods, property values, safety, business, and the environment.

Neighborhood Incompatibility

High-rise development by Presbyterian Retirement Communities, is not compatible with the present building types and residential densities. The planned construction will be grossly out of place and will be an eyesore.

Fire Department Objections

According to the staff report for Ordinance 4036:

The Fire Marshal has commented that large-scale projects can no longer simply use a fire pump to account for supply concerns, and that water supply, access, and future equipment needs will need to be evaluated for this project and its location.

Deficiencies in infrastructure and public services exist in Bradenton and will only be compounded if the proposed Ordinances are adopted.

Public Interest not met for Ordinance 4037

3.1.5.4 Public interest. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Ordinance 4037 should be denied as the changes proposed in Ordinance 4035 are not in the publics interests due to delays in hurricane evacuation, incompatibility of building

types with surrounding neighborhoods, degradation of water quality and natural resource impacts.

ManaSota-88 specifically opposes the changes being proposed to the following Objectives and Policies for reasons mentioned above:

- Objective 1.5.2 Hurricane Evacuation Zone
- Objective 5.3 Coastal Area Development
- Policy 5.3.1 Coastal High Hazard Area, Policy 5.3.1.1, Policy 5.3.1.2
- Policy 5.3.2 Conservation Zone
- Policy 6.2.1 Coastal Density and Intensity
- Policy 6.2.5 Priority Hurricane Evacuation Zones

Sincerely,

Glenn Compton

Chairman, ManaSota-88, Inc.

May 10, 2024

To: Bradenton Planning & Community Development
101 12th St W
Bradenton, FL 34205

Re: Case # LU.24.0361 - ORD 4037
Westminster Retirement Communities

My wife, Jaymie and I live at 1618 1st. Ave W. in the Point Pleasant neighborhood. Our single-story home is directly across the street from the subject site. We have received the public notice, the applications, the staff reports and discussed the application with the applicant. Our primary objections to the rezone application are:

1. **Increase in density** – Current zoning allows 15 units per acre. Proposed zoning allows 40 units per acre, this is a 266% increase. The applicants concept plan shows 165 units on the western tip on 2.63 acres or 62 units per acre. It appears the applicant intends on unifying all of their parcels in order to transfer density to the west end.

2. **Increase in height** – Current zoning allows a maximum of 6 stores. Proposed zoning allows a maximum of 12 stories, double what is currently allowed.

3. **Building locations** – Form based code setbacks are front yard o-ft. Min. And 8-ft. Max. This would allow a 12-story building with 0-ft. Set back on 1st. Av. Form based code T5 states "building placement: shallow setbacks or none, building oriented to street defining a street wall" this "street wall" would face the 1 and 2 story residential buildings on the north side of 1st Ave W.

4. **Compatibility** – The Point Pleasant neighborhood directly across the street is a designated "neighborhood conversation district" established to "protect and preserve the character of the point pleasant neighborhood". Doubling the height and increasing density by 266% across the street will severely impact the goals of the conservation district.

5. **Access Control** – The requested rezone does not address access points, parking and delivery locations. This is especially important during construction. The applicant stated that construction would occur over a 5-to-10-year period. The only current access to the western end of the site is 1st Ave. The construction phase would create thousands of trucks and vehicle trips on 1st Ave.

6. **Site Plan Control** – The rezone is not site plan specific. A straight rezone would not provide for any control of building placement, setbacks, buffers, height or density locations. The applicant's narrative and concept plan are non-binding. If approved the applicant could do anything allowed under the T5 zoning category.

Please consider the impacts to the point pleasant neighborhood and recommend denial to the City Council.

Sincerely,

Mike & Jaymie Carter

From:	Deborah Schreiber
To:	Robin D. Singer; docksidejd@bellsouth.net; Mike Carter
Cc:	Greg DeLong; Rob Perry; Jaymie Carter (JaymieCarter@michaelsaunders.com); abrown@mywrc.org
Subject:	[EXTERNAL] Re: Westminster petitions
Date:	Friday, May 10, 2024 3:13:52 PM

[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.

Thank you for the heads up. Some of us will try to get the word out about yet another cancellation.

Response and Objection to Staff Report
Re: Change in Zoning from T4-0 & T-4R to T-5

Case Number: LU.24.0361 – ORD 4037

The map submitted with the Staff Report shows that my home, the Shumaker's home, the Alvis home, the Park's home and the Unitarian Church are all adjacent to the propose zoning change. If Westminster is allowed to move ahead with their planned development, we will have buildings of anywhere from 7 -11 stories next door to our homes.

Parcel ID 3346800000 is next to the Park's home, Parcel ID 3347200002

Parcel ID 3352500109 is next to my home, Parcel ID 3352700003, the Alvis home, Parcel ID 3354000006 and the Shumaker home, Parcel ID3353600004.

Parcel ID 3339000006 is next to the Unitarian Church, Parcel ID 3339700001

The Staff report is misleading regarding the current zoning status and the extraordinary quality of our neighborhood.

With the exception of the condominium buildings on our NE edge and excluding the empty lots owned by Westminster, all the Parcels that are zoned T4-0 have beautifully and lovingly maintained single- family homes. The Staff argues that the T4-O zoning differs very little from the T-5 zoning. The warped logic is so what does it matter if Westminster gets to change that zoning, because at present any of us in the T4-O zoned homes could turn our home into a café, office building or restaurant. That we could, does not equate as we will. But that is what Westminster plans.

The huge problem, as demonstrated above, is all of Westminster's buildings, if you allow them to do so, will loom over our homes, blocking sunlight, arrest circulation, diminish property values and destroy the unique qualities that make Point Pleasant a complimentary extension of the Riverwalk and one of the most popular walking neighborhoods in the city. The Point Pleasant Neighborhood Conservation District was created to protect this unique place.

The rezoning of Westminster's empty lots in our neighborhood is most certainly NOT "a continuation of the existing T-5 zoning to our east and south. The T-5 zoned buildings to our east are on the opposite side of the street, 15th Street, and all are one-story businesses with the exception of the condominiums that face Bacarrota. That you use these as s a reason why everything on the west side of 15th Street should be open game for Westminster is insulting. The T-5 zoning to our south is on the opposite side of Manatee and is across the street from Westminster's The Towers. Certainly not close enough to use as a reason to give Westminster further claim to our neighborhood. In fact, maybe Westminster should buy that land and build in that direction and leave us alone.

You need to pay attention to all their future plans, Phases 1-5 where they will have forced out all the single-family homeowners, laid claim to all the streets and then privatize them as they did with one part of 3rd Ave near The Shores.

We will not go away quietly. This is not the first rodeo for most of us.

On Friday, May 10, 2024 at 01:56:44 PM EDT, Mike Carter <mike@mcconst.com> wrote:

> Good afternoon Robin
>
> Thank you for the notice. we will wait to hear of any further development.
>
> I have attached a letter that I was preparing to send to the PC members. It does not address every possible concern but speaks to the areas of most concern. I would appreciate your "fact checking" to make sure I have not stated anything incorrectly.
>
> Thanks,
>
> Mike Carter
>
> Mike Carter Construction, Inc.
>
> 435 12th St W
>
> Bradenton, FL 34205
>
> ---
>
> **From:** Robin D. Singer <Robin.Singer@bradentonFL.gov>
> **Sent:** Friday, May 10, 2024 11:55 AM
> **To:** Mike Carter <Mike@mcconst.com>; animallawyer@verizon.net; docksidejd@bellsouth.net
> **Cc:** Greg DeLong <Greg.Delong@bradentonfl.gov>; Rob Perry <Rob.Perry@BradentonFL.gov>

Subject: Westminster petitions

Mr. Carter, Ms. Schreiber and Ms. Mathias,

I am writing to you because you have expressed an interest in the pending petitions for the Westminster project. After consideration of the petition and input from the City Attorney, we are pulling those three petitions from the Planning Commission agenda on May 15, 2024. The reason for the delay in the hearing is that we need additional legal review prior to the hearing. We want to make sure we are proceeding with the best information possible before the public hearing.

We will be sending out a letter to all recipients of previous notification letters but it is unlikely to reach everyone prior to the meeting. We will re-notice the petitions prior to the hearing date for the Planning Commission in the future. Any written comments received will be included in the package materials for review when the project moves forward.

Robin D. Singer

Planning and Community Development Director

City of Bradenton, Florida

(941) 932-9408

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

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

From: Robin D. Singer
To: Ginger Smith
Cc: Jamie Schindewolf; Greg DeLong
Subject: RE: [EXTERNAL] Application from Presbyterian Retirement Community
Date: Friday, May 31, 2024 8:24:28 AM

Ms. Smith,

Thank you for your input. We will include it in the package materials for the Planning Commission and City Council.

Robin D. Singer
Planning and Community Development Director
City of Bradenton, Florida
(941) 932-9408

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

You don't often get email from ginger397@msn.com. Learn why this is important

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

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."
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Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .
I am asking that the proposal to change the zoning be denied.
Regina Smith

941-932-6708
222 12th St W
Bradenton FL 34205

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From: Marianne Barnebey
To: ddye1223456@gmail.com
Cc: Robin D. Singer; Greg DeLong
Subject: FW: [EXTERNAL] Westminster Community
Date: Wednesday, January 22, 2025 8:09:40 AM

Good morning - Thank you for your email.

This is considered a quasi-judicial matter coming before the Council. As such I am prohibited from discussing this outside of the noticed public City Council meeting for this matter.

I am forwarding it to our planning department to have it included in the public record for the project.

Marianne Barnebey
Bradenton City Council – Ward 2

-----Original Message-----
From: Debbie Gmail <ddye123456@gmail.com>
Sent: Monday, January 20, 2025 3:56 PM
To: Marianne Barnebey <Marianne.Barnebey@bradentonFL.gov>
Subject: [EXTERNAL] Westminster Community

[You don't often get email from ddye123456@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Hi Marianne,
Joe and I had deposits at Westminster. We liked the new community design. I have kept mine as it has the best nursing facility and care in the area. When he was at Mayo they also suggested it as top rated for our area.

The new plans are amazing and will add so much to downtown. I believe they are adding community rooms and auditorium.
My concern as many of old Bradenton is going to LWR and south to Sarasota because their facilities are new and up to date and that would be a shame.
My Grandmother lived there in the 80's and loved it. My other grandparents lived on Point Pleasant so I have always kept an eye on the area as it did become blighted and we don'[t want that to happen again.

The owners of Westminster are planning to invest a huge amount to our area and update/add new buildings which it definitely needs, especially for hurricane improvements. This update and new addition is a huge plus to the other plans coming into the downtown area.

I hope you will support their plans as we can make the downtown stronger and something we can be proud of.
Thanks. Debbie Gigliotti

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Carol Lee Gilbert, 222 12th Street West (#102), Bradenton, FL 34205

Mayor Gene Brown & Members of City Council January 24, 2025

101 12th Street West, Bradenton FL 34205

Dear Mayor Brown & Members of the City Council:

As a 10-year Resident of OUR City, I join you daily in making this the best city in Manatee County & The State of Florida. In this regard, I am writing to request your support to act appropriately and positively on The Westminster Communities of Florida action for "Corrected/Re-ZONING" of its property Westminster Bradenton/Point Pleasant located just around the corner from City Hall. Looking at City records, I would think that the current zoning must have been an error or oversight when the update/newly zoning of Downtown was effected a few years ago. The zone does not reflect nor accurately categorize the property.

This Westminster Community is my home which I share with another 350-400 valuable Bradenton/Manatee County citizens and YOUR Supporters. I love "Old Bradenton" and frequent regularly our Downtown businesses to ensure they thrive and maintain operational success, ie. Saturday Farmer's Market, Orange Blossom Coffee Café, O'Brick's, Fav's, Robin's, Pier-22, Mattison's, The Bishop, Manatee Hospital, etc.

As a retired Federal Manager (U.S. Department of Justice, D.C.), I carefully selected my retirement locale and have enjoyed life for 32 years in Florida since 1993. Here, I am a responsible citizen and contributor like The Mayor & Council. I am a VOTER, participating in elections—YOU relied on me to vote for you and bring you into office. I give back—as a volunteer, spend money and pay taxes, support our local charities, and contribute to other community involvements.

I hope you will make things right: Please, please support the amendment which you will consider February 12. A positive vote and corrective action will have significant impact and benefit many City Residents, Company Employees, Vendors, Contractors and our overall City of Bradenton Community.

Most Respectfully, Carol Lee Gilbert

Carol Lee Gilbert

January 24, 2025

Dear Members of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would bring our zoning designation to align with the neighborhood.

My name is Mary Ann Murphy and I have lived at this address for 8+ years, in Manatee County for 21 years, with family connections to Bradenton for 40 years. During these time periods I have totally supported grocers, restaurants, plumbers, electricians, medical services, etc. I am the spouse of a career USAF member and Civilian honoring 32 years of service to United States Air Defense operations.

I urge the City Council to support the amendment that will be presented on February 12. This change will benefit residents, staff, team members and supporters of Westminster Bradenton.

Thank you for your consideration to our prospective of the amendment.

Sincerely,

Mary Ann Murphy

Mary Ann Murphy, Westminster Bradenton Towers #524

1533 4th Ave W, Bradenton, Fl 34205

January 25, 2025

Monica S. Reiley
1533 4th Avenue W, Apt 716
Bradenton, Fl 34205

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL. 34205

Dear Mayor Brown,

I support Westminster Bradenton and its proposed amendment to the zoning law that would allow for increased building density. This would require Westminster property to be assigned from T4 to T5 zoning.

Since 2016, I have voted in local elections, supported local businesses, volunteered, and paid taxes; therefore, the above zoning should be amended to enhance the community.

I respectfully urge the City Council to support the rezoning amendment that will be presented at the meeting on February 12, 2025. This change will benefit the many residents, team members, and supporters of Westminster Bradenton. It will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Monica S Reiley
A resident of Westminster Bradenton

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

Copied: CC's Council

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 26, 2025

Esteemed Members of the Bradenton City Council,

I am writing to support Westminster Bradenton's proposed amendment to the Zoning Laws that would allow for increased building density.

My name is Elizabeth M. Clough, and along with more than 400 other people, Westminster Bradenton is my chosen final retirement home. To live in this excellent Continuing Care Community in the heart of Bradenton is a blessing. There is great security knowing that if I am no longer able to live in my own independent apartment, I am guaranteed availability of higher levels of care from assisted living, to memory care, or skilled nursing care.

My husband is a retired US Navy Chaplain. After the frequent moves required by his 23 years of active military service, we looked forward to the stability of retirement in one place. We bought a home in Manatee County where we lived for 15 years. However, desiring to free our sons and their families from concerns for providing for our care as we aged, we searched for a Continuing Care Retirement Community in this same area.

For the past 10 years, we have been active citizens of the city of Bradenton, living at Westminster Point Pleasant. We chose here partially because of the ability to continue our relationship with our faith family at Peace Presbyterian Church. Westminster's policy of offering clergy and military veterans discounts on their entry fees made it affordable for us to have the guarantee of a forever home, even if we outlive our resources, and the assurance of the availability of increasing levels of care as our needs change.

During this past season, our 50-year-old Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Helene and Milton from which we are still trying to recover. If the 15-foot storm surge which had been predicted for a Bradenton landfall, had occurred, we would not have had a home to which we could return. Under the current Zoning Code, allowing only 15 people per acre, Westminster Bradenton would be prohibited from rebuilding to capacity to allow most Point Pleasant residents to come back to their homes.

Please vote for the amendment to increase building density to 34 persons per acre, the zone density appropriate for a full-service retirement facility in a city.

Sincerely,
Elizabeth M. Clough
Elizabeth M. Clough
1700 3rd Ave W #120
Bradenton, FL 34205

cc: City Council

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

City Council of Bradenton

Gene Brown Mayor of Bradenton

101 12 th St. W. Bradenton, FL 34205

January 27 2025

Dear Members of the Bradenton City Council,

My name is Gertrud Clarke. I worked for GSK for many years and then worked for Cole Parmer Instrument Co as technical support, before retiring in Palmetto, FL in 2007. My family still resides in Palmetto. I volunteered at Manatee Memorial Hospital at the reception desk for over 8 years and know that Westminster is their preferred rehab facility.

I call Westminster Point Pleasant my home for the past 8 years and I am one of more than 400 individuals residing on this 11 acre property. I am shocked to learn that our property was rezoned as residential T4 with a density of 15 people/units per acre, without it being grandfathered in. I hope this was an oversight. Our buildings standing on 11 acres have a density of 36 people per acre. If one of our buildings on our campus was to burn down to the ground or suffers catastrophic damage, we would not be able to rebuild it, with the current zoning law, and that would leave us with nowhere to go. Many of us invested our fortune in this residence, live on fixed incomes and call it our forever home. As a Community we pay currently $510,802 in annual property taxes.

I strongly support Westminster Bradenton Communities and the proposed amendment to the zoning-laws that would allow for increased building density. For eight years I have been an active member of this City, supporting local businesses, voting in local elections, volunteering and paying taxes.

I respectfully urge the City Council members to support the amendment that will be presented at the February 12 meeting. This change will not only benefit our many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for taking our perspective into consideration.

Sincerely,

Gertrud E. Clarke,

Gertrud E Clarke

Loyola University of Chicago, International Business Major

1700 Third Ave. W. Unit 716, Bradenton, Florida 34205

cc: City Clerk & Council

Mayor Gene Brown and City Council Members
101 Old Main Street
Bradenton, Florida 34205

Eileen Peacock Dunkle
1533 4th Ave West, apt 510
Bradenton, Florida 34205
January 27, 2025

Dear Mayor Brown and City Council Members,

Except for the two short stints in the 1960s as a Navy wife, it took me 75 years to move to my grandmother's home state. My husband and I followed sons who had come to Bradenton 14 years prior. We chose the convenience of moving directly to a senior living facility rather than a single-family home. Someday, I expect the sons will want to live as we do.

The economy in recent years demands a community such as our Westminster one to grow a bit to survive. Please look at the size of the Erickson Living Community to be built in Lakewood Ranch. While we do not want to become a massive facility like theirs with thousands of residents, we do need to expand. We have the land to do so.

Thanks to the weather, we also need construction of buildings better suited to that weather. We must build. Under the city's zoning laws years ago when our current Shores and Towers were built, we would be able to do so. Yet today, we are not as the city has caved to a handful of residents who resent our very presence.

While we who currently live here made sacrifices in our housing in order to enjoy our location, younger people demand amenities in housing that exceed what our current buildings can provide. It is for them we come to you as the likelihood of those of us currently living here will never enjoy new construction.

This is our home. The majority of us either grew up in Bradenton or had lived here for years here before moving to Westminster. We live and shop locally. Unlike the vast majority of senior living communities, we enjoy the freedom of our downtown. We do not want to live in isolation as so many senior communities do. We are contributing members of this city as we pay our taxes and vote in our elections. The city not only benefits from the very presence of our residents, the city benefits from those who work in our community. Please do not take it away from us and them as well as future residents. I, with my husband, ask you to support the amendment to be presented on the 12th of February. Without this change, not only is our living here endangered so is the employment of our supporting team members, who number in the hundreds.

Respectfully,

Eileen Peacock Dunkle and Roy Douglas Dunkle

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Karen Taylor
Resident of Westminster Bradenton
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copied: Council, City Clerk

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Kendall Taylor

Kendall Taylor
Resident of Westminster Bradenton
President of the Resident Council
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copies: CC's Council

From: Tamara Melton
To: Greg DeLong
Subject: Fwd: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Tuesday, January 28, 2025 6:39:34 PM

Another one. Please disregard if Josh already sent the email to you.

Sent from my iPhone

Begin forwarded message:

> **From:** Josh Cramer <josh.cramer@bradentonfl.gov>
> **Date:** January 28, 2025 at 6:18:21 PM EST
> **To:** Corey Fortin <Corey.Fortin@bradentonfl.gov>, Tamara Melton <tamara.melton@bradentonfl.gov>
> **Subject: Fwd: [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws**
>
> FYI.
>
> Get Outlook for iOS
>
> ---
>
> **From:** sundoc@verizon.net <sundoc@verizon.net>
> **Sent:** Tuesday, January 28, 2025 5:58:19 PM
> **To:** Josh Cramer <Josh.Cramer@bradentonFL.gov>
> **Subject:** [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws
>
> You don't often get email from sundoc@verizon.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.
>
> Mr. Vice-Mayor
>
> Please support Westminster Bradenton’s request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.
>
> I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point

Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Peace,

William R. Clough

Resident, Westminster Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, Pirke Avot 2:21

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

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

the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

From: Lisa Moore
To: sundoc@verizon.net
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Wednesday, January 29, 2025 6:42:32 AM

Hello Mr. Clough,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 6:05 PM, sundoc@verizon.net wrote:

> You don't often get email from sundoc@verizon.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.

Councilwoman Moore,

Please support Westminster Bradenton's request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.

I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Gratefully,
William R. Clough
Resident, Westminster, Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, *Pirke Avot 2:21*

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From: Lisa Moore
To: Fred Longhi
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Proposed Amendment to Zoning Laws
Date: Wednesday, January 29, 2025 6:39:50 AM

Hello Mr. Longhi,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 4:12 PM, Fred Longhi <rvlonghi@gmail.com> wrote:

> You don't often get email from rvlonghi@gmail.com. Learn why this is important

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

Dear Ms. Moore,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Fred Longhi and my wife and I are two of more than 400 residents who call Westminster Bradenton home. My wife and I have been tax paying and voting residents of Manatee County since beginning high school here in 1960. I am a retired US Army Officer, having served over 20 years of active duty. There are many such resident veterans on our Wall of Honor here in our Shores Building.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, over 300 team members (employees), and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Fred Longhi
LTC, US Army (retired)
Resident of Westminster Point Pleasant

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From: Lisa Moore
To: Bill Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed amendment to zoning laws
Date: Wednesday, January 29, 2025 2:43:15 PM

Hello Mr. Murphy,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:34 PM, Bill Murphy <billsara62@gmail.com> wrote:

You don't often get email from billsara62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Bill Murphy. My wife and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and members of a local church. I volunteer locally 300 hours a year in this greater community, and I am a tax paying citizen. I am a retired military veteran, and served in the US Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Bill Murphy
22212th St. West
Bradenton, FL 34205

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From: Lisa Moore
To: Sara Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed Amendment to zoning laws
Date: Wednesday, January 29, 2025 6:40:12 AM

Hello Sara,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:06 PM, Sara Murphy <sarabill62@gmail.com> wrote:

Some people who received this message don't often get email from sarabill62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Sara Murphy. My husband and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and we are members of a local church. I volunteer locally 250 hours a year in this greater community, and I am a tax paying citizen. We were a military family and served in the United States Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically, including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Sara Murphy
Resident of Westminster Bradenton
222 12th St. West
Bradenton, FL, 34205

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3 February 2025

BRADENTON CITY COUNCIL
ATTN: Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

SUBJECT: Westminster Re-zoning Applications

We, the undersigned, are in favor of the Westminster applications to change the current density and building height zoning codes from T4 to T5.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough unit space in the greatly reduce size of the building, that resulted from imposing the current T4 zoning code instead of that used in the original zoning. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

We, the current residents of Westminster Point Pleasant are the FACES of Westminster. We employ 300 personnel, with annual salaries of $14.7 million, (many of whom are city citizens), we provide to Westminster over $35 million in revenue and pay over $510,000 in property taxes. Our residents also have completed over 11,000 hours of volunteer service to services organizations, churches, outreach facilities and medical organizations in the Bradenton area.

Again, we and the other 400 registered voters that live at Westminster request that you approve the three Westminster Point Pleasant zoning requests.

George M. & Annalisa Claxton
US Army (LTC ret)
1700 3rd Ave West, Bradenton, FL 34205

Bradenton City Council
Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

We are in favor of the Westminster application to change the current density and building height zoning codes to put them more in line with the zoning codes that were in place when the campus was built in the 1960's-1970's, over 50 years ago. We support Westminster's application for two community-wide reasons and many individual reasons.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants an affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough space in the greatly reduce size of the building, that resulted from imposing the current code instead of that used in the original building. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Furthermore, although the T5 zoning that exists in the areas adjacent to the current T4 zone permits significantly higher buildings, Westminster has stated they would self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new facilities in the rezoned property. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

Again, we and the other 400 current residents request that you approve the three Westminster Point Pleasant zoning requests.

P.S. Please, could you be considerate of our care and needs in our latter years. We can't see how more Seniors would affect the density, when most of us are using a walker or wheelchair!

Thank You,

Frederick H. Cornell

Maria G. Cornell

S-602

Frederick H. Cornell

Maria G Cornell

Carl Blesch
1700 3rd Ave W Apt 920
Bradenton, FL 34205

January 29, 2025

Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

Dear Mr. Brown:

I am a resident of the Westminster Bradenton continuing care retirement community, and I am writing to support an issue that is important to me and more than 400 of my fellow residents: properly zoning our Point Pleasant campus to accurately reflect the density that has existed here for more than 50 years.

I was surprised to learn from our management that a decade or so ago, a change was made that caused our campus to be zoned to a residential standard that allows considerably less density than applied when our buildings were first built. It is essential that the zoning standards accurately reflect what exists today, so we can improve our current facilities and add facilities that make our campus more safe, attractive and desirable for current and future residents.

My major concern is how the residential zoning currently assigned to us could make it impossible to replace our independent living units should a fire, weather event or other catastrophe cause damage that could not be economically repaired. Replacement buildings conforming to current residential zoning would not accommodate our population, thereby breaking existing relationships as Westminster relocated us to other campuses around the state.

Also, the age of our facilities means they don't have the kind of amenities that newer residents like me expect in a continuing care retirement community: spacious apartments, contemporary dining offerings and a greater variety of recreational and entertainment facilities. Management is planning for such amenities in future construction, but these are non-starters if we lack proper zoning.

I became a resident here seven years ago and have found the Westminster campus and the greater Bradenton community a welcoming place to live as a younger senior – I'm now in my early 70s. I look forward to Westminster providing a safe, secure and caring environment for me here in Bradenton as I age into my 80s and 90s. The City Council's rectifying our zoning situation will be a welcome step to help Westminster deliver on this promise.

Sincerely,

Carl Blesch

Gene Brown
Mayor

FEB 05 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

January 31, 2025

Dear Mayor Brown,

I want to voice my support for the proposed amendment to the zoning laws that will allow for increased building density at Westminster Bradenton.

My name is Constance Hill and I have lived at Westminster Bradenton for the past six years. My husband and I are originally from Tennessee. We had been looking for many years for a place to retire and had come to the decision that a continuing care community might be best for us. We looked in various cities and towns in Tennessee, Virginia and Texas and were making plans to visit Arizona when we found Bradenton through a Westminster Bradenton marketing advertisement. Once we saw the Westminster Point Pleasant independent living residences on Wares Creek (the Towers and the Shores), walked around the Point Pleasant neighborhood behind the Shores, and toured the Bradenton downtown, marina and Riverwalk areas, we knew we had found our retirement home.

We have made Bradenton our home and have supported local downtown businesses as well as other city and county businesses, have volunteered not only within our Westminster community but also in the Bradenton community, have voted on a regular basis (taking the time and making the effort to obtain as much information about the individuals running for various offices), and pay our fair share of taxes. Our Westminster Team Members, many of whom live as well as work in this area and send their children to school here as well as seeking further education for themselves, local vendors, contractors, repairmen, etc. also help support the local economy.

I understand that the initial zoning of Westminster, which allowed for the current multi-story buildings and appropriate density, was changed at some point to the current zoning which is more restrictive. No one I have spoken with can tell me why that change was made. Our buildings are getting older and new plans are being considered to meet the needs of a new generation of retirees seeking care in their senior years. This type of community provides an invaluable service for several hundred residents as well as providing employment for over 1000 people and needs to be able to grow in order to continue providing the services and employment that benefits so many and benefits Bradenton and Manatee County in so many ways. I believe Westminster can continue to be so in the future with upgraded and new buildings and encourage City Council to amend the zoning laws to allow for increased density.

Thank you,
Constance J. Hill
Resident of Westminster Bradenton
1700 3rd Ave W
Apt. 102
Bradenton, FL 34205

Constance J. Hill

1700 3rd Ave., W., Apt. 819
Bradenton, FL 34205
January 28, 2025

Mayor Gene Brown
and all Council Members
Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown and all Council Members:

My name is Margaret Daniel and I have lived at Westminster Point Pleasant Shores since 2014. My husband and I had at that time been on a wait list for Sunnyside CCRC in Sarasota when we had an opportunity to visit Westminster PP and loved the area due to its location to downtown with the library so close and so many other things within walking distance. I am sorry to hear that somewhere in the past the zoning density for Westminster was changed to a T4-O rather than T-5. My husband passed away three yrs. ago and I am still in independent living here as I love it.

I volunteer here as Floor Rep, have participated in reading of books for a 2nd grade class at Samoset Elementary, I'm a pen pal for a 3rd grader at Ballard Elementary School and volunteer at Bible Baptist Church in Bradenton helping during VBS, Joseph's Pantry and in the Nursery there. Also I have volunteered in the office at Realize Bradenton and helped to pick up trash along the road and Wares Creek.

We had moved to the Sarasota area in 1970 and at one time, I even worked at Mann and Fay, Attorneys here in downtown Bradenton. Eventually, I went to work in Sarasota as it was closer to where I lived at the time for Ferrell, Ferrell and Yetter, Attorneys. I finally was able to get a job with the Sarasota County School Board where I worked until I retired. During my working years, I also went back to school and obtained my Bachelor's Degree in Information Management with the University of South Florida transferring from Manatee Community College prior to that.

I was surprised to hear that at the last City Council meeting that some of the neighbors don't like us. I have walked through the neighborhood, spoke to people here and there and have never noticed any animosity towards us. This community provides a service that is needed as we all age. Even some of them may at some time need the type of help that is provided here. Westminster has to be able to maintain and upgrade these facilities as needed in the future.

Sincerely,

Margaret Daniel

Margaret Daniel
Resident of Westminster Bradenton

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Gary Hill and I am one off more than 400 individuals who call Westminster Bradenton home. For six years I have been an active member of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran who served in our military for nine years and I am also a United Methodist minister who cares a great deal about this community. It is extremely distressing to me that the neighborhood I enjoy walking, saying hello to the people I meet, appeared so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

Westminster is a good neighbor in this city, employing 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I respectfully urge the City Council to support thee amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Gary Hill, D.Min.
Resident of Westminster Bradenton

Maor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I am writing in support of the rezoning of the Westminster Point Pleasant properties to that which reflects the buildings that are currently in use. I am a resident of the Shores, which has been in this community since the 1970's.

I would like to suggest that rezoning the property will benefit you and the rest of this community. Everyone gets older or dies and there may come a day when you are seeking a place where you no longer have to mow your grass or repair your home. Or tomorrow you could be in an accident and need a place to rehab. Westminster is a premier place for people in this community when they need it.

You may be aware that it is hard to find a quality nursing home and this is going to become even more difficult as the population ages. We came to Westminster almost six years ago because my husband fell and broke his hip in downtown Bradenton. We looked at the places for rehab and Westminster had the highest--a 5-star rating. He was treated so well we decided to move to the Shores and make this our permanent home. He is now a permanent resident in the nursing home and we feel fortunate that he can be in such an excellent facility.

The residents here are active as long as they are physically able. We pay taxes, vote, and volunteer because this is our home for the rest of our lives. Our community includes retired educators, ministers, lawyers, business executives, realtors, and doctors, along with many others who have contributed to society for many years.

The buildings here are old and one day will need to be replaced. But if this rezoning does not occur, their replacements will not be able to house the current or future residents who would like to live in such a beautiful location and with the amenities offered to residents.

Please consider the long-term needs of this community and rezone this area so Westminster can continue to provide a wonderful place for residents to live. We all need a pleasant location to spend the rest of our lives.

Sincerely,

Betty L. Goerss

Betty L. Goerss

January 30, 2025

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

. Dear Bradenton City Council members.

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My names is James C. Dart, and I am one of more than 400 individuals who call Westminster Bradenton home. For almost 33 years I've been an active member in this area, supporting businesses, voting, volunteering, working and paying taxes.

I'm a veteran who served during the Vietnam conflict in late 60s.

I respectfully urge the City Counsil to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our great town

Sincerely,

James C. Dart...resident of Westminster Bradenton

222 12th street W. APT 201

Bradenton, Fl 34205

Proposed amendment on zoning laws

Dear member of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Jan Dart and I have lived on Anna Maria island for 31 years before I moved to Westminster Bradenton. I was a teacher for the Manatee County schools for 20 years, most of those years in Bradenton.

Here are some of the reasons why I think this amendment needs to pass:

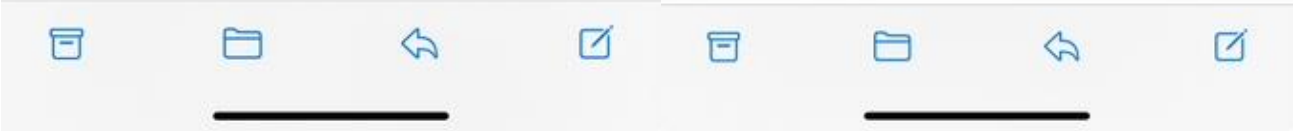
*Current zoning restrictions make it challenging to replace, repair or renovate for Westminster. We found out from the recent hurricanes that it is very possible to have irreparable damage and would have to rebuild. With the zone we live in now, we could not accommodate all Westminster residents who call Westminster their home. Plus population projections by 2030 for Florida's population over 65 at 25.5%.

*We are good neighbors and actively support the downtown area and frequently patronize local businesses, churches and organizations. Last year alone, Westminster residents logged approximately 1100 hours of volunteer service outside of Westminster. So we are very vital and active in the community.

*This amendment will ensure the continued vitality of Westminster Bradenton, supporting both the community and the city's economic and social fabric.

*Westminster Bradenton provides a wide range of essential services and support for the community, such as: independent living, assisted living, memory care, short-term rehabilitation, skilled nursing care, outpatient therapy, home care, pharmacy services and jobs for team members from the local community.

Therefore, I strongly urge the City Council to approve the amendment at your meeting on February 12th. This change will not only benefit the many who live, work and support Westminster Bradenton, but will also contribute to the overall growth and prosperity of our city.



Thank you for time and service as you decide your vote on such an important matter.

Sincerely,
Jan Dart
Resident of Westminster Bradenton
222 12th St W Apt 201
Bradenton, FL 34205

From: Lisa Moore
To: pp
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Zoning
Date: Wednesday, February 5, 2025 3:43:49 PM

Hello Kevin and Janet,

Thank you for your email. Because this item is quasi-judicial in nature, I am not able to discuss it before the meeting, but am copying staff to include your remarks in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 2:30 PM, pp <ksandjr@aol.com> wrote:

You don't often get email from ksandjr@aol.com. Learn why this is important

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

Dear Councilwoman Moore,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be

presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

Kevin & Janet Life

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.

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

January 30, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St.
Bradenton, FL 34205

Dear Mayor Brown,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

K Life
Kevin Life

Janet Life
Janet Life

From: Lisa Moore
To: Jo Ann Lovell
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Point Pleasant Zoning
Date: Wednesday, February 5, 2025 4:23:40 PM

Hello Jo Ann,

Thank you for your email. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am including staff so that they can include your comments to the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Feb 2, 2025, at 7:50 AM, Jo Ann Lovell <joannlovell@yahoo.com> wrote:

You don't often get email from joannlovell@yahoo.com. Learn why this is important

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

Dear Councilwoman Moore,

I'm sure you are aware of the Westminster Senior Living properties and the service the facility brings to older adults. Most members of the Point Pleasant community have deep roots in Manatee and Sarasota counties and add to the life of these communities. In addition, the facility employs some 1600 staff from the local community. Through the Westminster scholarship program, these employees have opportunity to develop additional skills contributing to the future of the wider community.

Westminster Point Pleasant is requesting the Bradenton City Commission to reinstate the zoning in place when the facilities were built. The current T-4 status does not reflect the reality of the existing facility and doesn't allow for replacement/enhancement of buildings on the current campus. The original status, T- 5, needs to be reinstated.

Your support is appreciated as our residents continue to live out their lives knowing the future of Point Pleasant is possible.

Sincerely,
Jo Ann Lovell
JoAnnLovell@yahoo.com
1700 3rd Ave W Apt 222
Bradenton, FL 34205

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.

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January 30, 2025

Dear Members of the Bradenton City Council,

I support the amendment Westminster Bradenton has proposed to increase building density. I am just one of the 400+ residents who call this place home. Many of us have taken an active role in our community, volunteering to work with children/reading programs, helping at the libraries, working at the Market and working to keep our property beautiful.

I was a labor and delivery. RN for 28 years at Manatee Memorial. My husband was a Marine and my son a paratrooper. My husband's ashes rest in the National Cemetery. He was a small business owner. I am 78, a senior citizen, a volunteer, and a voter.

I respectfully ask the City Council to support the amendment that will be presented at the February12th meeting. Thank you for considering our perspective.

Sincerely,

Zoe A Martin

Resident of Westminster Point Pleasant
3315 4th Ave. W. Apt. 324
Bradenton, Florida 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Richard G Matheson
222 12th St. W. – Apt 102
Bradenton, FL 34204

1/28 2025

Mayor Gene Brown & Members of the Citify Council

As a10-year resident of "Downtown" Bradenton, I am writing to enlist you support to act positively and appropriately regarding the Westminster communities of Florida Corrected Zoning Petition to correct current unintended errors and restrictions currently contain in the city zoning City records that prejudicially affect the zoning on the property currently used by Westminster Communities in the downtown footprint.

The Westminster Community is my home and I share it with almost 400 senior Bradenton citizens. We Vote locally. We Shope local. We Dine locally. We are good law abiding and quiet neighbors and we love our home town and desire nothing but success and prosperity for the place we call home.

I am a 13-year US Coast Guard Veteran and a 30-year commercial airline pilot and have in lived in retirement in Florida for over thirty years with more than 20 of those years in Manatee County and Bradenton.

Please support the zoning amendment corrective action for the Westminster Community which you will consider on 12 February with a positive vote for the change petitioned.

Thank you.

Most Sincerely,

Richard G. Matheson

Richard G Matheson

January 30, 2025

Mayor Gene Brown and Members of the Bradenton City Council,

I support the restoration of the T5 Zone designation to the Westminster Bradenton property.

My name is Patricia Paul. I am one of more than 400 people who reside at Westminster Bradenton. I am a voter, a tax payer, and contribute to the prosperity of the Bradenton community.

Restoring the zoning density and building heights to the same requirements as those that existed when the buildings were built over 50 years ago would allow Westminster Bradenton to create and/or restore existing buildings to 21st century requirements. With updated buildings Westminster would be a greater asset to Bradenton. Newer buildings would enable Westminster to continue to attract residents that would contribute taxes, talents and prosperity to the Bradenton community.

Sincerely,

Patricia W. Paul
Resident of Westminster Bradenton
1700 3rd Ave West
Apartment 106
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

From: Lisa Moore
To: Barry Phelps
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Support for Westminster Amendment Feb.12
Date: Wednesday, February 5, 2025 4:00:35 PM

Hello Mrs. And Dr. Phelps,

Thank you for your email and your continued service to our wonderful community. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am copying staff so that your comments can be included in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 7:38 PM, Barry Phelps <cbphelps71@gmail.com> wrote:

You don't often get email from cbphelps71@gmail.com. Learn why this is important

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

Dear Ms Moore:

When we moved to Bradenton almost 12 years ago and became members of the Westminster Community our goal was to be active walkers in this delightful part of the city.

We could walk to church (FPC), walk to the public library for classes and read all sorts of books. We became financial contributors to the "Friends of the Library", walk the River Walk, even walk to doctors and Quest. Weather permitting, I walk to my hairdresser.

One of our favorites is our regular twice weekly walks to breakfast at Robbins Downtown on Old Main.

Local volunteering became an important of enjoying and GIVING BACK to

Bradenton. This includes:

Giving information to visitors at the weekly market at the Realize Bradenton Booth (and supporting them financially)

Working at the twice weekly pantry at our church

Being a pen pal to students at Ballard Elementary

Taking tickets at the Blues Festival

Getting ready for 5th year of Dive Into Reading (held at O'Bricks) for local children needing some extra help with reading

Participating in several "Keep Manatee Beautiful" clean up events

Donating frequently to local charity-based thrift shops like HOPE CHEST & ST VINCENT DE PAUL and patronizing Women's Resource center UNIQUE BOUTIQUE.

We are fully integrated into this community having voted in every local election and therefore we feel that we not only have the right but the obligation to ask you, our elected officials, to support that which will be presented to you on February 12.

Yours truly,

Catherine Phelps M.S. Principal American School SA

Barry Phelps Ph.D Penn State Engineering Prof. Emeritus

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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.

January 27, 2025

Dear Members of the Bradenton City Council:

I have been a member of the Westminster Point Pleasant community in Independent Living since June, 2023. I very much want to remain in this community in the city of Bradenton at this location.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on 2/12. This change will not only benefit me but will also significantly contribute to the overall diversity and continuity of care for the development planned in the downtown community.

Thank you, Sincerely,

Resident of Westminster Bradenton
Towers 420
1533 4th Avenue West
Bradenton Florida 34205

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Richard Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I am a veteran and served in the Navy for 20 years.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Richard Uttich

Richard Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Roberta Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Roberta Uttich

Roberta Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

1700 3rd Ave. W
Apt. 1020
Bradenton, FL 34205
January 28, 2025

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Mayor Gene Brown
Bradenton City Council
City Hall
Bradenton, Fl

Dear Mayor Brown,

I am writing to tell you that I support the proposed amendment to the zoning laws that would increase the current zoning density so that Westminster Communities can build appropriate buildings to house and ensure the well-being of its current and future residents. It is my understanding that when the area was last zoned, some sort of error was made so that Westminster Point Pleasant was included in the residentially zoned area instead of the zoning density that applied when the buildings here were built. Certainly the Zoning Board could not have intentionally reduced the approved density of buildings that already existed on the site, and had been there for about 50 years.

I have been living in the Shores Building for over three years, having moved here from Lakewood Ranch. I am an active, engaged, senior, who regularly votes. I also contribute hours of volunteer time, both in the City of Bradenton as well as in my immediate community. I also have a daughter who lives nearby who might want to come to live here at some point. I have been a resident of Manatee County for six years, having moved here from Pinehurst, NC, where I retired after 30 years working in the federal government as a writer, attorney and member of the Senior Executive Service. I moved here because I liked the idea of living in a Continuous Care Retirement Community in a small city where I would have walkable access to restaurants, shops, and other amenities, especially the beautiful Riverwalk, all of which I use regularly.

It was extremely distressing to me to learn that the neighborhood I enjoy walking in, saying hello to the people as I pass by, appeared to be so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

However, under the current zoning limits, these buildings could not be rebuilt to house the same number of people if it were necessary to do so. Nor is it possible for Westminster to build new buildings to house us in in the event that the current buildings would have to be razed for safety reasons. In fact, without the ability to improve its facilities, it is entirely possible that Westminster Point Pleasant would have to relocate to a more hospitable location. This would be a great shame because Westminster Communities of Florida got its start right here in Bradenton over 70 years ago.

As I am sure you know, Westminster is a good and valuable neighbor in this city. Our facility pays a substantial amount in property taxes. It employs about 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I believe that at this point, Westminster Communities would like to focus on our Bradenton Campus to create a premier attractive, upscale Retirement Community that would be an even greater asset to the city and would continue to bring more active, and financially able residents who would support the city's own efforts to modernize the infrastructure and improve the local amenities. This can only happen if the current misapplied zoning designation is corrected.

Sincerely yours,

Ruth Walker Robinson, Esq.

January 26, 2025

Dear Members of the Bradenton City Council,

We support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

We are Marcia and Robert Schleif and are one of more than 400 individuals who call Westminster Bradenton home. We have lived here for 12 years. We have been active members of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran and served in the US Army for 3 years.

We volunteered with Realize Bradenton for 8 years including with two Blues Festivals.

We respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Marcia Schleif Robert Schleif

Marcia and Robert Schleif

Residents of Westminster Bradenton

1700 3rd Ave. W #1004

Bradenton, FL 34205

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **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 TOTALLING APPROXIMATELY 15.9 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.

SUGGESTED ACTION:
Motion to adopt Ordinance 4037 subject to verification of the legal description.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?

Yes

EXPLANATION:
Katie LaBarr, Stantec Consulting Services Inc., Agent for Presbyterian Retirement Communities, has submitted a request for a rezoning of the properties listed in the Ordinance, generally located north of Manatee Avenue West and east of Wares Creek, from T4-O (General Urban Open) and T4-R (General Urban Restricted) to T-5 (Urban Center). The applicant submitted a concurrent Comprehensive Plan Map Amendment under Ordinance No. 4036 specifically for these parcels and submitted a general Comprehensive Plan Text Amendment under Ordinance No. 4035. The text amendment and map amendment are required in order to adopt this zoning amendment.

The Planning Commission heard this request at the January 15, 2025, meeting. A motion for approval failed on a vote of 2-2.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Move to adopt Ordinance 4037 subject to verification of the legal description.

ATTACHMENTS:
Ordinance 4037
Staff Report
Application
Planning Commission Minutes
Letters of Opposition Prior to Second Reading
Letters of Objection Prior to First Reading
Letters of Support Prior to First Reading

ORDINANCE NO. 4037

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.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as

the Local Planning Agency (the "LPA") for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the Presbyterian Retirement Communities, Inc. (the "Applicant") owns the properties located at Parcel IDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059, consisting of approximately 15.9 acres, as legally described in Exhibit "A", attached hereto (collectively, the "Property"); and

WHEREAS, Stantec Consulting Services, Inc. agent for the Applicant, submitted a Zoning Atlas Amendment application to rezone the Property from T4-O (General Urban - Open) and T-4R (General Urban Restricted) to T-5 (Urban Center) (the "Amendment"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on January 15, 2025, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, was unable to make a determination that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on August 13, 2025, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule

and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Land Use Atlas should be amended as described herein.

2. The Zoning Atlas of the City of Bradenton is hereby amended, changing the classification of the Property from T4-O (General Urban - Open) and T-4R (General Urban Restricted) to T-5 (Urban Center).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall become effective as provided by Florida law, and subject to Ordinance 4036 becoming effective.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST, 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	January 15, 2025
City Council 1st Reading	February 12, 2025
City Council 2nd Reading and Public Hearing	August 13, 2025
Local Planning Agency ad published	January 5, 2025
City Council 1st Reading hearing ad published	February 2, 2025
City Council 2nd Reading hearing ad published	August 3, 2025

EXHIBIT "A"

Parcel ID: 3346800000
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*
Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SHY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF

81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) Pl#33466.0000/4

Parcel ID: 3373700008
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: LOTS 9,10,11,12 & 13, OF EA VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NEl/4 OF SEl/4 & PARTLY IN LOT 4 US OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE WAS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W
22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FTTO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMO PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THEN LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO AC. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), Pl#33737.0000/8

Parcel ID: 3373500002
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MINE 234 FT TO THEN LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SECOR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BORY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SECOR. (1651/6744) Pl#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD
CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MINE 234 FT TON LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH EONS SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SECOR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*
Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF SC UPHAM REC IN DB GP 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; THE 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLINGS 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF

BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THEE BY THEW LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THEW BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, Pl#33525.0010/9

Parcel ID: 3337900059
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*
Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF HG H REEDS SUB; TH W BDRY LN OF THEE 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS, VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE Wl/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE WAND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST WA DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC WA DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE WAND 16TH ST W); TH EA DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE Wl/2 OF LOT 2 BLK A OF HG H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THEE LN OF SD Wl/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD Wl/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W

LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 PG 806, LESS THE 51/2 OF THEE 90 FT & LESS THE 51/2 OF THEW 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THENS 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1
BLK A REED SUB (640/77), TOGETHER WITH THE Sl/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. P1#33379.0005/9

Parcel ID: 3340600158
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST WAND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH *AVE* WA DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THEN BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A

PT WHERE THEW LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALGA LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE El/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE WAND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST WA DIST OF 144.88 FTTO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC WA DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD
AVE WAND 16TH ST W); TH EA DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. Pl#33406.0010/9

Parcel ID: 3338800000
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: LOTS 1,2 BLK CREED SUB Pl#33388.0000/0

Parcel ID: 3339000006
Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC
Description: LOT 4 BLK CREED SUB Pl#33390.0000/6

Parcel ID: 3339500109
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS
Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE FOLLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THEE

LN OF *SD* STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THEW 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FTTO NW COR OF LOT 3; TH RUNE
134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF *SD* LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUNS AND PARALLEL TO THEE LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALGA LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059
Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC
Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THEW R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THEW R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S DO DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF
12.21 FT; TH S 31 DEG 52 MIN DO SEC W ALG SD LN, A DIST OF 27.92 FTTO THEN R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD **N** R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED BUSINESS #6668 MARKING THEN R/W LN SD MANATEE AVE WAT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALGA SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH AC/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH AC/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A

CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THEW R/W LN OF 15TH ST WAND 115 FT WLY THEREOF, A DIST OF 330.99 FTTO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) Pl #33351.0005/9

City of Bradenton
Planning and Community Development Department
City Council Second Reading and Public Hearing
August 13, 2025

Staff Report

Case Number: LU.24.0361 – ORD 4037
Applicant: Katie LaBarr, Stantec Consulting Services Inc., Agent for Presbyterian Retirement Communities
Parcel IDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000
Zoning: T4-O (General Urban Open)/T-4R (General Urban Restricted)
Proposed Zoning: T4-5 (Urban Center)
Current Future Land Use: High Density Residential
Proposed Future Land Use (per concurrent ORD 4036): Urban Central Business District
Flood Zone: AE, VE, X

Surrounding Property:

Zoning:	North: T4-O General Urban – Open/T4-R General Urban Restricted, subject to Point Pleasant Neighborhood Conservation District South: Manatee Avenue/T-5 (Urban Center) East: T-5 (Urban Center) West: Wares Creek
Future Land Use:	North: High Density Residential South: Manatee Avenue/Urban Central Business District East: High Density Residential West: Wares Creek
Uses:	North: Single family residential, condominiums South: Manatee Avenue/vacant East: Offices/Church West: Wares Creek

SUMMARY OF REQUEST

The applicant has indicated an interest in redeveloping the existing congregate living facility, consisting of independent and assisted units, with newer, more resilient units that meet contemporary expectations for retirement housing and meet floodplain requirements. However, the existing development may exceed allowable density and development standards allowed in the current zoning and future land use designations. Changing the zoning and future land use designations will allow the property to be redeveloped without reducing the number of units.

The applicant has submitted a request for a rezoning of the properties listed above from T4-O (General Urban Open) and T4-R (General Urban Restricted) to T-5 (Urban Center). The applicant submitted a concurrent Comprehensive Plan Map Amendment specifically for these parcels and submitted a general Comprehensive Plan Text Amendment. The map below shows the area of the request. Most of the parcels are T4-O.



T4-O and T4-R – General Urban *(Current Zoning Classification):*

The Form Based Code states:

> *T-4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It may have a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.*
>
> > *General Character: Mix of Houses, Townhouses & small Apartment buildings, with scattered Commercial activity; balance between landscape and buildings; presence of pedestrians*
> > *Building Placement: Shallow to medium front and side yard Setbacks*
> > *Frontage Types: Porches, fences, Dooryards*
> > *Typical Building Height: 2 to 3-Story with a few taller Mixed-Use buildings*
> > *Type of Civic Space: Squares, Greens*

The T-4 zone has two different subzones: T4-R (General Urban Restricted) and T4-O (General Urban Open). T4-O is more permissive than T4-R, which predominately allows residential uses. The following chart (Table 4.7) describes the allowed uses in each zoning district. The only major difference in use allowance between T4-O and T-5 is that hotels are permitted in T-5 while greenhouses and veterinary clinics are not. T-5 also has some additional uses that are allowed by Special Use approval. There are significant differences between T4-R and T-5.

a. RESIDENTIAL	T3 T4-S	T4-R	T4-O	T5	T6	SD
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed and Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Café/Sidewalk Café<20 seats (1)			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
Secondhand Store			P	P	P	SU
Pawnshop						SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly (3)	SU	P	P	P	P	P

f. OTHER: URBAN FARMING	T3 T4-S	T4-R	T4-O	T5	T6	SD
Grain/Food Storage						P
Greenhouse <200 SF	P	P	P			P
Veterinary Clinic		P	P			P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive-Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU			P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

1. City Council approval may be required Refer to Section 2.2.20 and 4.3.1 for alcoholic beverage sales and approval requirements. Establishments with alcoholic beverage sales are exempt from distance separation requirements from Religious Assembly uses.

Figure 1Table 4.7 Specific Function and Use

T5 – Urban Center Zoning District *(Proposed Zoning Classification):*

The Form Based Code states:

> *T-5 Urban Center Zone consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It is meant to have a tight network of streets, with wide sidewalks, steady street tree planning and buildings set close to the sidewalks.*
>
> > *General Character: Shops mixed with townhouses, larger apartment houses, offices, workplace, and civic buildings; predominately attached to buildings; trees within the public right-of-way; substantial pedestrian activity.*
> >
> > *Building Placement: Shallow setbacks or none; buildings oriented to street defining a street wall.*
> >
> > *Frontage Types: Stoops, Shopfronts, Galleries*
> >
> > *Typical Building Height: 3 to 5 story with some variation*
> >
> > *Type of Civic Space: Parks, plazas and squares, median landscaping*

T4-O zoning allows for a pre-bonus height of up to 3 stories; with all possible bonuses, the tallest a building can be is 6 stories. T4-R allows for a pre-bonus height of 2.5 stories with a maximum potential height of 3.5 stories after LEED Certification or equivalent (the only bonus available in T4-R). T-5 allows a pre-bonus height of 5 stories, with a maximum height of 12 stories with all bonuses. The bonuses are based on LEED certification, affordable housing and public art. These properties are outside of the area defined in Ordinance 4017 and therefore not eligible for the additional time-limited height incentives.

POINT PLEASANT NEIGHBORHOOD CONSERVATION DISTRICT

This request is adjacent to the Point Pleasant Neighborhood Conservation District. This district was put in place to "protect and preserve the character of the Point Pleasant neighborhood". The Form Based Code states that "it is the express intent of these regulations to further restrict the type of neighborhood commercial uses permitted within the PPNCD". The district is not permitted to utilize any height bonuses.

FUTURE LAND USE

This application was submitted with a concurrent application to change the Future Land Use Designation of the property from High Density Residential to Urban Central Business District.

The Comprehensive Plan describes the High-Density Residential designation as:

> *Residential uses, with a potential neighborhood commercial component which will consist of light retail, restaurants, personnel services, office and other similar neighborhood activities. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive thru's are prohibited.*
>
> *Residential – DU/acre 15 or 20 DU/acre with low- or moderate-income housing bonus (Dwelling units proposed above the base density threshold must meet the City's low- or moderate-income housing guidelines as established in the City of Bradenton Local Housing Agency Plan (LHAP) as may be amended from time to time, as well as Policies 1.2.1 – 1.2.4 of the Housing Element.)*
>
> *Commercial – not to exceed 1 acre*
>
> *Maximum floor area ratio: commercial 0.60*

The Comprehensive Plan describes the Urban Central Business District designation as:

> *The UCBD is the most intensely developed area of the City. It includes the Central Business District, Riverwalk, and West Historic District. Together, these sub-areas form the downtown of the City and provide a vital place for social, cultural, and economic interchange. The Urban Core is also a hub for governmental and civic uses.*
>
> *The purpose of the UCBD category is to establish, define, promote, and facilitate the redevelopment and enhancement of the City's primary and historical urban center. The UBCD land use category is further intended to implement the downtown and general redevelopment goals, objectives, and policies of the Future Land Use Element as well as to promote the accomplishment of the City's Community Redevelopment Area (CRA) designation for the downtown area and the implementation of redevelopment plans, studies, and regulations.*

The UCBD allows and encourages a mixture and range of uses generally associated with or considered compatible with traditional urban core central business districts, particularly those that are pedestrian friendly, and not necessarily catering to automobile traffic. Proposed uses within the area encourage the development of a lively, mixed-use, walkable downtown that effectively serves Bradenton residents, merchants, visitors, and employees. Permitted Uses include: offices, personal and professional services, commercial, parks, entertainment venues, civic uses, climate controlled mini storage facilities that are vertically mixed with other permitted uses (not permitted as stand-alone uses), retail, public and semi-public facilities, educational, institutional, restaurants, parks, recreation, and entertainment venues, and medium to high density residential uses. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive thru's are prohibited unless located on US 301 or SR 64 (5th Avenue and 6th Avenue) a specifically authorized and approved by the City Council pursuant to the provision of the Land Use Regulations. Outdoor storage is prohibited.

Maximum floor area ratio: 8.0

Maximum base density: 40 dwelling units per acre

Maximum Density with moderate income housing bonus: 50 dwelling units per acre (Dwelling units proposed above the base density threshold must meet the City's low and moderate income housing guidelines as established in the City of Bradenton Local Housing Agency Plan (LHAP) as may be amended from time to time, as well as Policies 1.2.1 – 1.2.4 of the Housing Element.)

ANALYSIS

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion:

3.1.5 Criteria for land use atlas district designations. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by

the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 Consistency with the comprehensive plan. All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The uses allowed in T-5 are generally consistent with the intent of both High Density Residential and Urban Central Business District land use classifications.

3.1.5.2 Land use compatibility. The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

The rezoning request is a continuation of existing T-5 zoning to the south and east of the property. However, the Point Pleasant Neighborhood Conservation District is to the north, adjacent to the request. A rezone to T-5 is not inherently incompatible with the District, as there is T-5 zoned property to the east of the District. However, as site plans are developed, the possible impacts to the District should be considered and mitigated if possible (e.g. landscape buffers).

3.1.5.3 Adequate public facilities. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

The rezoning request does not increase the allowed density or intensity. These are governed by the underlying future land use. As development moves through the standard review process, proposed uses will be reviewed to ensure there is adequate utility and infrastructure capacity.

3.1.5.4 Public interest. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

The rezoning request does not introduce hazardous or noxious potential uses to the surrounding properties. It should be noted that much of the property is in the Coastal High Hazard Area, which represents the Level A hurricane evacuation zone. A rezone to T-5, particularly with the potential for increased height, may provide flexibility in site planning to direct some of the development to the portions of the property outside of the Coastal High Hazard Area.

3.1.5.5 Consistency with LURs. Land use atlas district designations shall be consistent with the purpose and intent of these LURs.

The rezoning request meets the intent of the Land Use Regulations and the Form Based Code, meant to promote a walkable, mixed-use, urban downtown core.

The Fire Department has expressed concern with fire water supply to the area. The Fire Marshal has commented that large-scale projects can no longer simply use a fire pump to account for supply concerns, and that water supply, access, and future equipment needs will need to be evaluated for this project and its location.

RECOMMENDATION

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.

Respectfully submitted,



Jamie Schindewolf, Senior Planner

And



Robin D. Singer, Planning and Community Development Director

EXHIBIT A: Location Map
EXHIBIT B: Future Land Use Map (Current)
EXHIBIT C: Zoning Map

EXHIBIT A



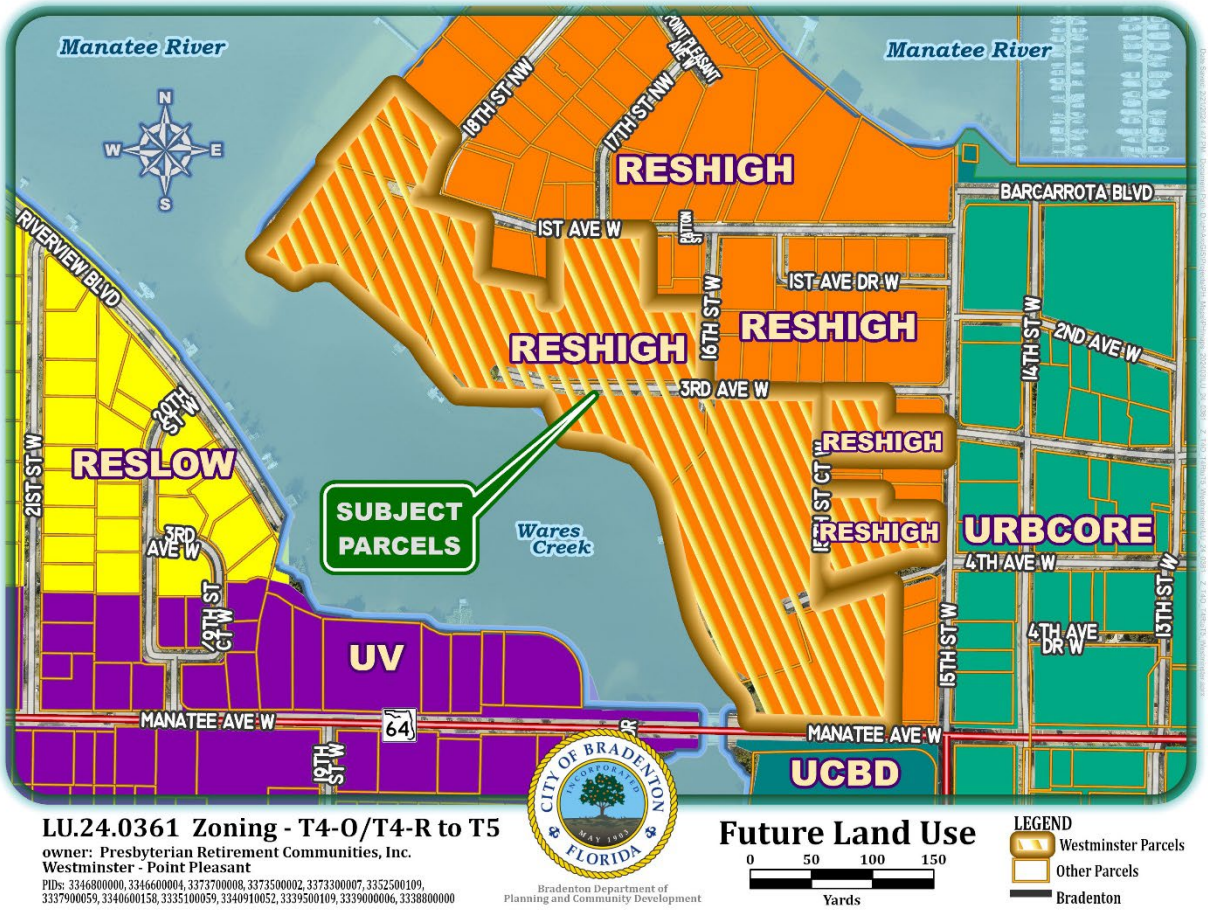
LU.24.0361 Zoning - T4-O/T4-R to T5

owner: Presbyterian Retirement Communities, Inc.
Westminster - Point Pleasant

PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000

Bradenton Department of Planning and Community Development

EXHIBIT B



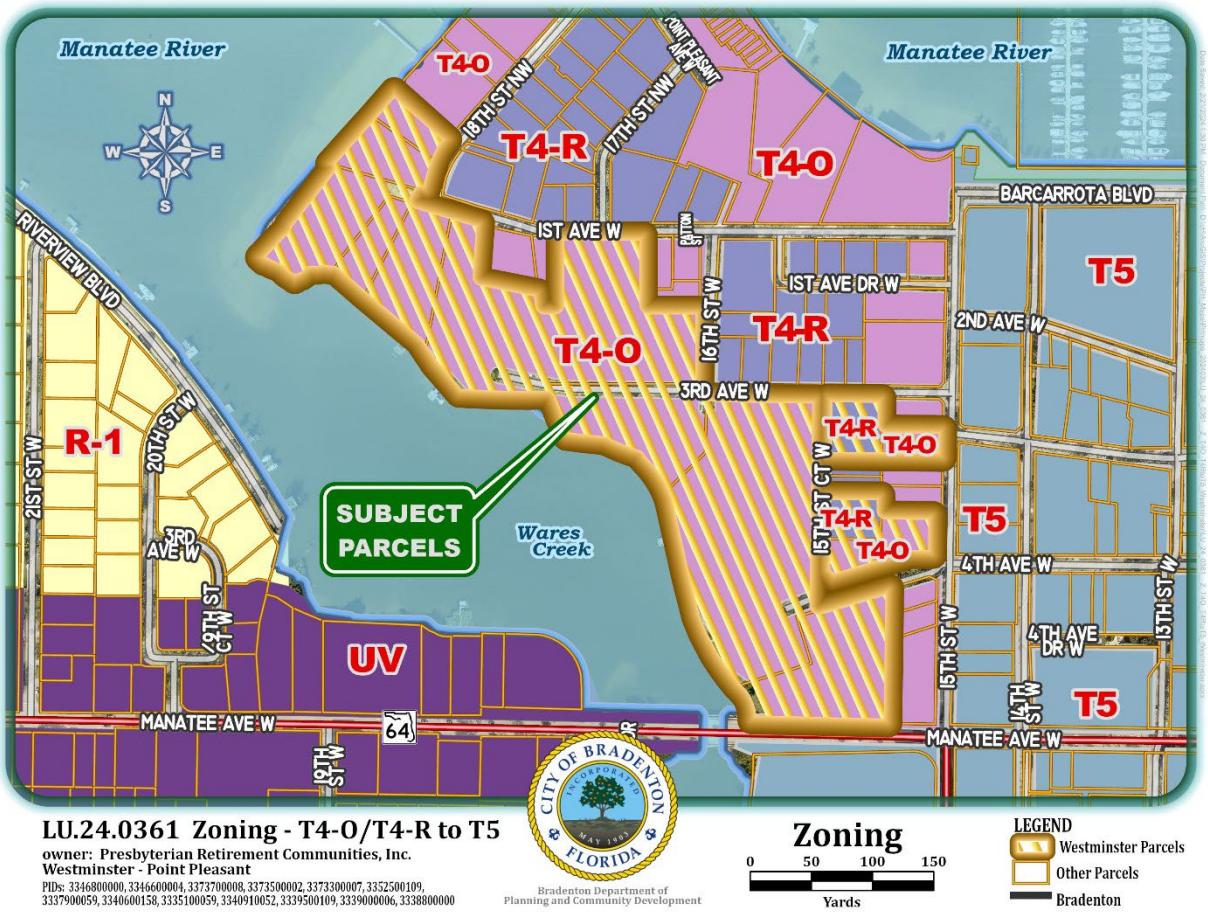
LU.24.0361 Zoning - T4-O/T4-R to T5

owner: Presbyterian Retirement Communities, Inc.
Westminster - Point Pleasant

PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000

Bradenton Department of Planning and Community Development

EXHIBIT C


Manatee River
Manatee River
T4-O
T4-R
T4-O
T4-O
T4-R
T4-R
T4-O
T4-R
T4-O
T5
T5
T5
R-1
UV
SUBJECT PARCELS
Wares Creek
18TH ST NW
17TH ST NW
POINT PLEASANT AVE W
1ST AVE W
BARCARROTA BLVD
RIVERVIEW BLVD
16TH ST W
1ST AVE DR W
2ND AVE W
3RD AVE W
21ST ST W
20TH ST W
3RD AVE W
19TH ST CT W
19TH ST W
15TH ST CT W
4TH AVE W
15TH ST W
4TH AVE DR W
14TH ST W
13TH ST W
MANATEE AVE W
MANATEE AVE W
64
N
S
E
W
LU.24.0361 Zoning - T4-O/T4-R to T5
owner: Presbyterian Retirement Communities, Inc.
Westminster - Point Pleasant
PIDs: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000
CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development
Zoning
0 50 100 150
Yards
LEGEND
Westminster Parcels
Other Parcels
Bradenton

Stantec

Westminster Point Pleasant

Zoning Atlas Amendment Application

January 2024

Prepared for:

Westminster Communities of Florida

Prepared by:

Stantec Consulting Services Inc.

6920 Professional Parkway

Sarasota, Florida 34240-8414

Letter of Request

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414

January 16, 2024

Project/File: Westminster Point Pleasant / 215617665

Robin Singer, Director
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Reference: Letter Of Request - Zoning Atlas Amendment Application

Dear Ms. Singer:

On behalf of our client, Westminster Communities of Florida, we are submitting a zoning atlas amendment application for the Westminster Point Pleasant property generally located on the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. In support of this submittal, enclosed please find the following:

1. Zoning Atlas Amendment Application;
2. Application Fee of $4,000 (a concurrent FLUM amendment is being submitted alongside this application);
3. Notarized Property Disclosure of Interest Affidavit and Agent Authorization Form;
4. Narrative addressing the Findings of Fact and Review Criteria with attached maps;
5. Property Legal Description; and
6. Concept Plan.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Regards,

STANTEC CONSULTING SERVICES INC.

Katie LaBarr

Katie LaBarr, AICP
Principal, Community Development
Katie.LaBarr@stantec.com

Zoning Atlas Amendment Application Form

Zoning Atlas Amendment Application

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

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Owner Address: 80 W LUCERNE CIR, ORLANDO FL 32801 Telephone: 407-839-5050

Name of Agent: Stantec Consulting Services Inc, Katie LaBarr, AICP

Agent Address: 6920 Professional Pkwy, Sarasota, FL 34240 Telephone: 941-907-6900

Owner/Agent Email: katie.labarr@stantec.com

PROPERTY INFORMATION (REQUIRED)

Property Address: several addresses

Parcel ID: See Legal Description document for Parcel IDs Acreage: 15.9

Current Use of Property: Continuing Care Retirement Community

Proposed Use of Property: Continuing Care Retirement Community

Current Zoning: T4-O, T4-R *click to view Zoning map

Proposed Zoning: T-5 *click to view Zoning map

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Include one (1) electronic copy (pdf) of Application and all support materials.

- ► Zoning Atlas Amendment Application
- ► Application Fee: $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ► Notarized Property Disclosure of Interest Affidavit (see page 2 for Property Disclosure of Interest Affidavit)
- ► Letter of Request
- ► Notarized Agent Authorization Form, if applicable
- ► Findings of Fact/Review Criteria (see page 3 for Zoning Atlas Amendment Review Criteria)
- ► Ten(10) copies of Conceptual Plans of Proposed Development, if applicable
- ► Legal Description of Property

SIGNATURE (REQUIRED)

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

Katie Labarr — 1-16-24

Signature of Owner/Applicant — Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$5,520**
$4,000 (if submitted with FLUM Amendment)

FEE COLLECTED: $ 4,000

RECEIPT #:

Application Sufficiency:
Sufficient: X
Incomplete: ☐

APPLICATION #: 240361

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2ND CC READ:

1ST CC READ:

PC:

DRC:

Property Disclosure of Interest Affidavit

Zoning Atlas Amendment Application

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

bradenton
The Friendly City

DISCLOSURE AFFIDAVIT — REQUIRED

The City of Bradenton Land Use Regulations adopted as Ordinance No. 2627, and amended under Ordinance No. 2926 requires that all applications for Land Use Atlas Amendments shall include public disclosure of applicants and their percentage of interest.

If the subject property is owned by:

A CORPORATION, list the principal officers, principal stockholders, and the percentage of stock owned by each; or

A TRUSTEE, list the beneficiaries of the trust with percentage of interest; or

A PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the principals including general and limited partners; and

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, trust, or partnership. This is in addition to the list of owners.

NOTE: 1) *Changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental Disclosure of Interest shall be filed. 2) Disclosure shall not be required of any entity whose interests is solely equity interest which are traded on an established securities market in the United States or another country.*

NAME, ADDRESS, TITLE	PERCENTAGE INTEREST, STOCK, OR OWNERSHIP
Henry T Keith, 80 W Lucerne Cir Orlando FL EVP (owner ___ contract purchaser ___)	0 (Non Profit Corp)
(owner ___ contract purchaser ___)	
(owner ___ contract purchaser ___)	

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____ (Applicant): Henry T Keith, EVP

NOTARY — REQUIRED

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 16 day of Jan, 20 24, by Henry T Keith, EVP, who is personally known to me or who has produced _____ as identification.

Geneen D. Scott
Signature

Geneen D. Scott, Notary Public
Print Name

GENEEN D. SCOTT
Notary Public - State of Florida
My Comm. Expires July 20, 2024
Commission #HH21339

State of Florida – My Commission Expires: 07/20/2024

Agent Authorization Form

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: Several addresses, see Legal Description attached

I, Presbyterian Retirement Communities, Inc./West, the registered property owner(s) of the above noted property, do hereby authorize

AGENT AUTHORIZATION — REQUIRED

Stephen R. Dye, Esq. & Katie LaBarr, AICP	Dye Harrison Knowles Kirkland, Pratt & DePaola, PLLC Sta
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.

	80 West Lucerne Cir. Orlando FL 32801
Signature of Owner(s)	Owner(s) Address (if different than property above)
Signature of Agent	1206 Manatee Ave. W. Bradenton, FL 34205/941-748-4411 Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 16 day of January 2024 produced _____ personally known to me respectively, as identification and who did (did not) take an oath:

Geneen D. Scott
Signature

Geneen D. Scott, Notary Public
Print Name

GENEEN D. SCOTT
Notary Public - State of Florida
My Comm. Expires July 20, 2024
Commission #HH21339

State of Florida
My Commission Expires: 07/20/2024

Stantec

Legal Descriptions (Source: Manatee County Property Appraiser)

Parcel ID: 3346800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SELY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) PI#33466.0000/4

Parcel ID: 3373700008

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Design with community in mind

Stantec

Description: LOTS 9,10,11,12 & 13, OF E A VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NE1/4 OF SE1/4 & PARTLY IN LOT 4 U S OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE W AS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FT TO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMD PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THE N LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO A C. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), PI#33737.0000/8

Parcel ID: 3373500002

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MIN E 234 FT TO THE N LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SE COR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BDRY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SE COR. (1651/6744) PI#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MIN E 234 FT TO N

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LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH E ON S SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SE COR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF S C UPHAM REC IN DB G P 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; TH E 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLING S 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THE E BY THE W LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THE W BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, PI#33525.0010/9

Parcel ID: 3337900059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF H G H REEDS SUB; TH W BDRY LN OF THE E 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS,

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VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE W1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE W1/2 OF LOT 2 BLK A OF H G H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 P G 806, LESS THE S1/2 OF THE E 90 FT & LESS THE S1/2 OF TH E W 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THEN S 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE S1/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST W AND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE W A DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A

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PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THE N BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THE W LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALG A LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE E1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. PI#33406.0010/9

Parcel ID: 3338800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK C REED SUB PI#33388.0000/0

Parcel ID: 3339000006

Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

Stantec

Description: LOT 4 BLK C REED SUB PI#33390.0000/6

Parcel ID: 3339500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE FOLLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THE E LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FT TO NW COR OF LOT 3; TH RUN E 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUN S AND PARALLEL TO THE E LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALG A LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THE W R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THE W R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S 00 DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN 00 SEC W ALG SD LN, A DIST OF 27.92 FT TO THE N R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED

Stantec

BUSINESS #6668 MARKING THE N R/W LN SD MANATEE AVE W AT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALG A SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH A C/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH A C/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THE W R/W LN OF 15TH ST W AND 115 FT WLY THEREOF, A DIST OF 330.99 FT TO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) PI #33351.0005/9

Narrative and Attached Maps

Westminster Point Pleasant

Zoning Atlas Amendment Application - Project Narrative and Review Criteria

Stantec Consulting Services Inc., and Dye Harrison, on behalf of the Applicant, Westminster Communities of Florida, request a rezone for the future redevelopment of the Westminster Point Pleasant property generally located on the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. The Westminster property is comprised of thirteen (13) parcels totaling to approximately 15.9 acres. Parcel identification numbers for properties that are subject to future redevelopment include the following: 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, and 3338800000. The property is currently utilized as a Continuing Care Retirement Community that accommodates independent living, assisted living, and skilled nursing facilities. This rezone request, along with the concurrent Comprehensive Plan text and future land use map amendments, is proposed to support the Westminster retirement community's resilient redevelopment goals.

With this application, we propose a rezone of the Subject Property from General Urban Open (T4-O) and General Urban Restricted (T4-R) to Urban Center (T5). In support of the zoning atlas amendment, the following Comprehensive Plan policies and land use regulations were analyzed:

A. <u>Consistency with Comprehensive Plan</u>

All Land Use Regulation Zoning District assignments shall be consistent with the Comprehensive Plan, including the Future Land Use Map and Future Land Use Element goals, objectives, and policies. The Land Use Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.

The Subject Property is located at the peninsula north of Manatee Avenue West, and east of 15th Street West in the City of Bradenton. The City of Bradenton Comprehensive Plan currently designates the property with the High Density Residential (RESHIGH) Future Land Use Category. A concurrent amendment to the Comprehensive Plan is being submitted along with this rezone application and proposes the Property be designated as Urban Central Business District (UCBD). These amendments are proposed to accommodate the Property in consideration of redevelopment over a long-range time horizon that will result in modern, sustainable, and more resilient senior housing.

With the proposed plan, the total unit count at completion of redevelopment is anticipated to be approximately 636 units, or 40 dwelling units per acre, being primarily independent living but including assisted living memory care and skilled nursing units to serve the Bradenton community. The proposed land use (UCBD) is consistent with this plan that allows 40 dwelling units per acre, encourages medium to high density residential and permits the "Development of a lively, mixed-use, walkable downtown that effectively serves Bradenton residents, merchants, visitors, and employees". Therefore, the Applicant is requesting to rezone this site area to Urban Center (T5), which includes "higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments" as a permitted use pursuant to Table 4.7 of the City of Bradenton's Form Based Code.

With the Comprehensive Plan Amendment that designates the site area as UCBD, the proposed use and zoning district (T5) align appropriately and consistently with the Comprehensive Plan, including adherence to the goals, objectives, and policies outlined in the Future Land Use Element.

FUTURE LAND USE ELEMENT

Goal 1 Future Land Use: Uses and intensities

A land use pattern which promotes the well-being of the community in regard to compatibility of adjacent uses, building types and residential densities, efficiency of utilities and roadways, harmony with the natural environment and protection from natural hazards.

The rezone of the Subject Property to T5 will allow the Subject Property to sustainably redevelop through enhancements to the existing retirement community. The Westminster Community has existed since 1954 in its current location and has remained as a compatible and important community in this part of the City. The proposed rezone will support the Property's continued rehabilitation and redevelopment with independent living, assisted living, memory care, and skilled nursing facilities. Future development may also include ancillary facilities and features such as outdoor dining venues, low impact recreational facilities, gardens, golf cart and pedestrian trails for internal circulation. These features are typical for independent and assisted living facilities and are integral to the mission and success of this important community resource.

Based on the future land use map of the area, the proposed development is compatible with adjacent and nearby uses The site is surrounded by Urban Core (URBCORE) to the east, Urban Central Business District (UCBD) to the South, and Residential High Density to the North. The URBCORE is located within the City of Bradenton's UCBD and provides the hub for economic development and civic uses. With the comprehensive plan amendment to UCBD, the proposed site will be an expansion of UCBD FLU that exists on the south side of Manatee Avenue. Proposed uses, and ancillary uses are compatible with both URBCORE and UCBD permit the uses of offices, personal and professional services, commercial, retail, public and semi-public facilities, educational, institutional, restaurants, parks, recreation, and entertainment venues, and medium to high density residential.

Additionally, the proposed uses on the site, as mentioned above, will be compatible with the existing land uses of adjacent areas. Surrounding land uses include residential, vacant, bed and breakfast, church, office, and institutional uses according to Manatee County Property Appraiser. The proposed expansion and improvement of the Subject Property will blend seamlessly with the mixed-use, residential area.

The proposed redevelopment will be fully surrounded by public rights of way, which will provide appropriate means of ingress/egress to the facility without hazard to the community.

Policy 1.1.3 Urban Center Principles (Urban Core and Urban Central Business District)
The City shall enhance the unique aspects of Downtown Bradenton and address emerging redevelopment opportunities based upon the following design principles for urban centers:

- **Provision of sufficient housing capacity, including affordable and workforce housing.**

  The proposed Comprehensive Plan amendment to UCBD and rezone to T-5 will allow the Westminster retirement community to develop at a density that preserves and expands existing density, while ensuring resilient redevelopment of senior residential units.

- **Optimization of transportation infrastructure that promotes multimodal opportunities and recognizes the functional integration of the downtown urban center with adjacent neighborhoods.**

  The proposed retirement community is located along a major thoroughfare, Manatee Avenue West, which includes bi-directional sidewalks and access to public transit. The site is also surrounded by local streets that also have sidewalks. The proposed plan will not adversely affect the pedestrian walkways within and along the perimeter of the project.

- **Promotion of sustainable development practices; Promotion of historic preservation, including the preservation of historically significant structures in downtown. Encourage an urban scale, form and character that respects and integrates historically significant structures and districts.**

  The subject property has existed since 1954 in its current location and offers a continuum of care from independent living to full skilled nursing accommodations and does not include any historic structures. Moreover, there are no historic structures in the immediately surrounding area, according to the Florida Historical Marker Interactive Map.

- **Maintenance and promotion of aesthetics in design and urban form through height, bulk and scale standards for new development which are consistent with the established cityscape and skyline.**

  The proposed retirement community will be compatible with other buildings in the area, which include but are not limited to adjacent residential, office, church, and institutional uses. The proposed rezoning of the site to T5 will be a compatible extension of the nearby T5 and T6 zoning district in terms of the built environment, massing, and density. Proposed development will be compatible with, and consistent with certain dimensional standards like building height , setbacks, lot width and lot coverage.

- **Provision of public open space and urban recreational opportunities that encourage walkability throughout downtown and adjacent neighborhoods, including a pedestrian infrastructure and open space network that promotes ease of access to the waterfront; and**

  The property will include amenities such as outdoor dining venues, low impact recreational facilities, gardens, golf cart and pedestrian trails for internal circulation of residents, visitors, and staff, and facilities to provide a connection and access to the beautiful waterfront location.

- **Provision of sufficient employment capacity.**

  Redevelopment of Westminster will ensure employment opportunities are maintained in the city to support components of independent living, assisted living, memory care, and skilled nursing facilities as well as all the proposed support uses on-site.

Policy 1.2.1. Establish a Future Land Use Map – Urban Central Business District

The City of Bradenton Comprehensive Plan provides that institutional, high density residential, personal and professional services, parks, and other uses associated with the proposed development are permitted in the Urban Central Business District.

B. Consistency with Land Use Regulations

Land Use Atlas District designations shall be consistent with the purpose and intent of the Land Use Regulations.

The proposed rezone to T-5 and the redevelopment of high density senior residential units are consistent with the applicable Land Use Regulations of the City of Bradenton's Form Based Code.

C. Land Use Compatibility

The assigning of Land Use Regulation Zoning Districts shall promote the compatibility of adjacent land uses.

The proposed zoning district of T5 Urban Center will promote the continued success of Westminster with a modern, dense, progressive senior housing community with associated facilities such as outdoor dining venues, low impact recreational facilities, gardens, golf cart and pedestrian trails to serve residents for years to come. The adjacent zoning districts of the study area are T4-R General Urban Restricted and T5 Urban Center. T4-R consists of mixed-use medium density residential urban fabric where T5 consists of higher density mixed use buildings accommodating retail, offices, rowhouses and apartments. Therefore, the rezoning of the site area to T5 is better aligned with the existing form of development on this site and will promote compatibility with adjacent land uses as the site is redeveloped.

D. Provision of Adequate Public Facilities

The assigning of Land Use Regulation Zoning Districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.

Existing city water and sewer lines serve the subject property. Improvements to existing infrastructure that is directly attributable to redevelopment or expansion of Westminster will comply with Sections 4.1.1.5.b. and 4.1.1.5.c. During redevelopment, drainage will be designed to meet the requirements of Section 4.1.1.5. During redevelopment, solid waste will be designed to meet the requirements of Section 4.1.1.5.e.

E. Public Interest

Land Use Regulation Zoning District designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

The proposed zoning atlas amendment supports the goals, objectives, and policies of the Comprehensive Plan and the regulations outlined in the City of Bradenton's Land Use Regulations. The zoning atlas amendment to T-5 implements the proposed Future Land Use Category, with the concurrent amendment to UCBD. This proposed zoning atlas amendment will promote the public health, safety and welfare as regulated by the Comprehensive Plan and the Land Use Regulations. The proposed rezone to T-5 and redevelopment and expansion of an existing and successful progressive care community will promote the health, safety, and welfare of residents in the city.



LEGEND

Westminster Owned Parcels

Total acreage owned by Westminster: 15.9 acres

Revised: 2024-01-29 By: amoody

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Stantec

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Data Source:
City of Bradenton Data

WESTMINSTER
Aerial View
January 2024

Stantec Consulting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

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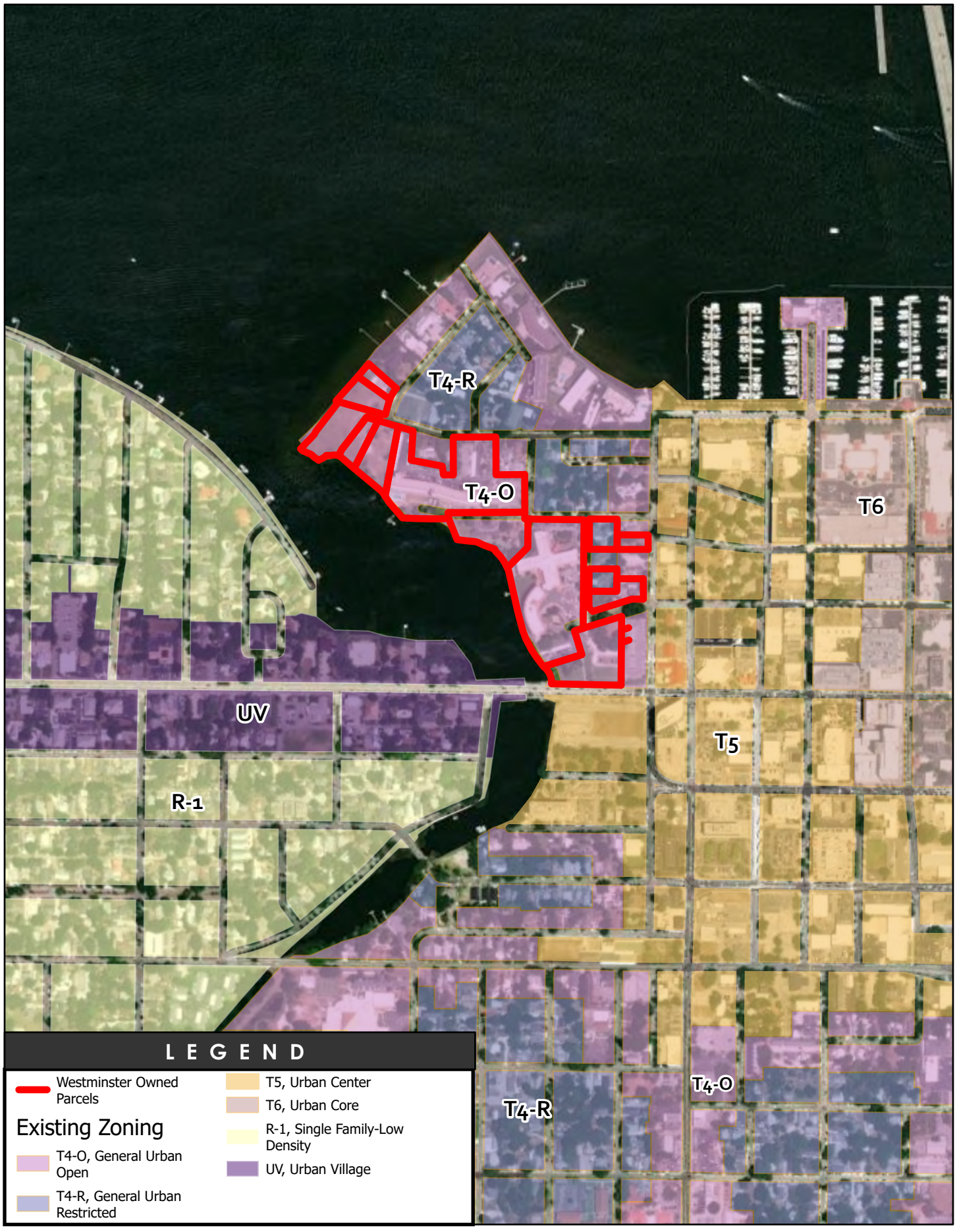
Miles



LEGEND

- Westminster Owned Parcels

Existing Zoning

- T4-O, General Urban Open
- T4-R, General Urban Restricted
- T5, Urban Center
- T6, Urban Core
- R-1, Single Family-Low Density
- UV, Urban Village

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Data Source:
City of Bradenton Data

WESTMINSTER
Existing Zoning
January 2024

Stantec Consulting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

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Miles

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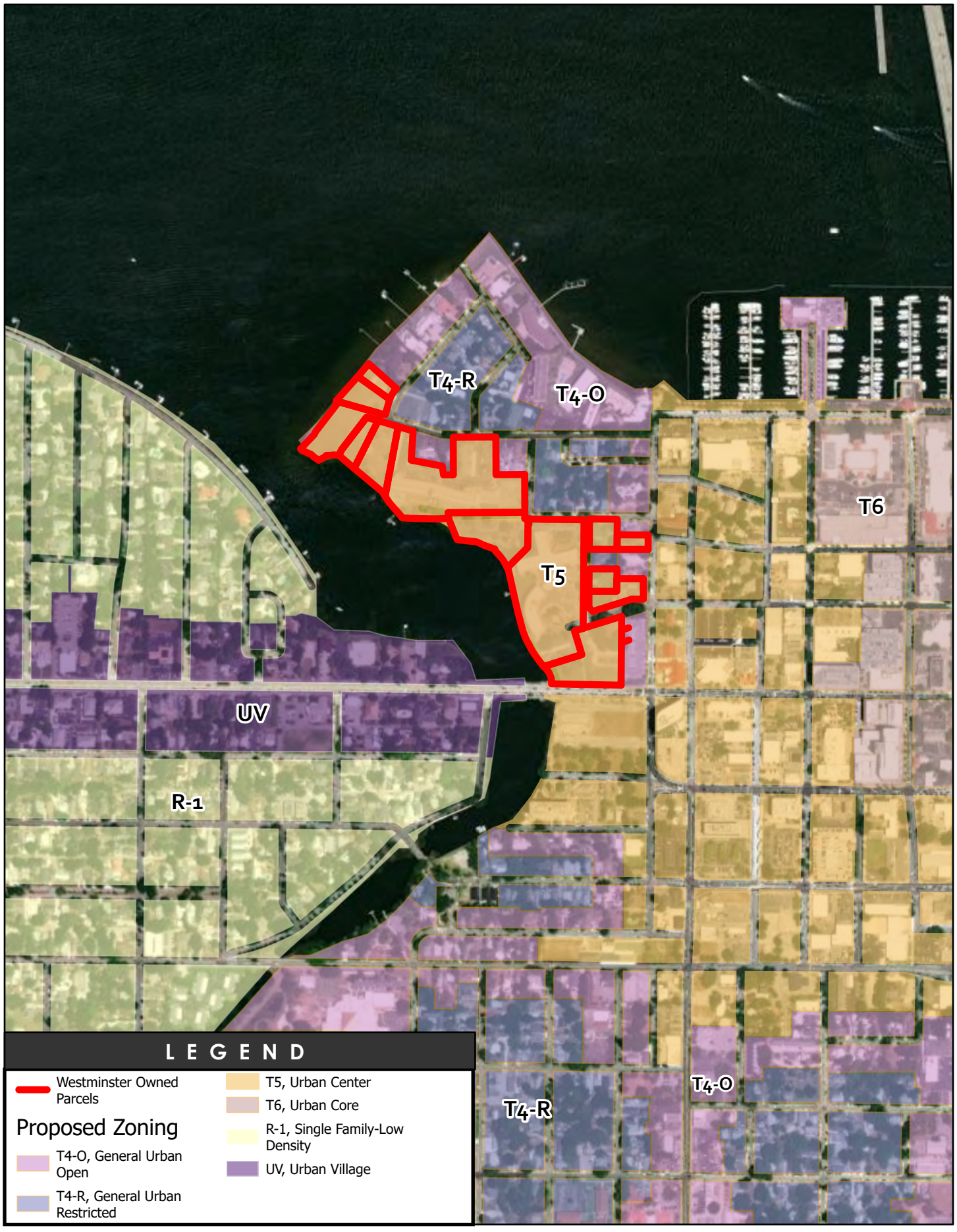

LEGEND

- Westminster Owned Parcels

Proposed Zoning

- T4-O, General Urban Open
- T4-R, General Urban Restricted
- T5, Urban Center
- T6, Urban Core
- R-1, Single Family-Low Density
- UV, Urban Village

Revised: 2024-01-22 By: amoody

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Stantec

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Data Source:
City of Bradenton Data

WESTMINSTER
Proposed Zoning
January 2024

Stantec Consulting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

N

0 0.04 0.07 0.14
Miles

Property Legal Description

Stantec

Legal Descriptions (Source: Manatee County Property Appraiser)

Parcel ID: 3346800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER RIVERSIDE*

Description: COM AT THE NELY COR OF LOT 2 OF POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT, AND BEING THE PT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3, AS SHOWN ON THE PLAT OF SD SUB, INTERSECTS THE WLY LN OF BAY VIEW DRIVE (NOW N 18TH STREET W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 25 FT THE PT THUS REACHED BEING THE POB; RUN TH NWLY PAR TO & AT A DISTANCE OF 25 FT FROM THE NLY LN OF SD LOT 2 A DISTANCE OF 176.5 FT M/L TO A PT ON THE WATER FACE OF THE SEA WALL; RUN TH SWLY ALG THE WATER FACE OF SD SEA WALL A DISTANCE OF 80 FT; RUN TH SELY 187.3 FT M/L TO A PT ON THE WLY LN OF BAY VIEW DRIVE WHICH PT IS 60 FT MEASURED ON THE ARC ALG THE WLY LN OF SD BAY VIEW DRIVE FROM THE POB; RUN TH NELY ALG THE WLY LN OF SD BAY VIEW DRIVE A DISTANCE OF 60 FT MEASURED ON THE ARC TO THE POB THE LANDS THUS DESC BEING A PORTION OF LOTS 1 & 2 OF SD SUB & BEING BOUNDED ON THE NLY SD BY KIMBALL'S LAND, ON THE WLY SD BY THE WATERS OF THE MANATEE RIVER, ON THE SLY SD BY THE LAND OF HILDA C MURPHY, AND ON THE ELY SD BY BAY VIEW DRIVE, TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING PI#33468.0000/0

Parcel ID: 3346600004

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: COM AT THE NELY COR OF LOT 2 POINT PLEASANT SUB, SAME BEING THE MOST ELY COR OF SD LOT AND BEING THE POINT AT WHICH THE DIVIDING LN BETWEEN LOTS 2 & 3 AS SHOWN ON THE PLAT OF SD SUB INT THE WLY LN OF BAY VIEW DR (NOW N 18TH ST W); RUN TH SWLY ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 25 FT TO A POINT; TH CONT IN A SWLY DIR ALG THE WLY LN OF SD BAY VIEW DR A DIST OF 50 FT MEASURED ON THE ARC THE POINT THUS REACHED BEING THE POB; RUN TH IN A NWLY DIR A DIST OF 187.3 FT M/L TO A POINT ON THE WATER FACE OF THE SEAWALL WHICH POINT IS 105 FT SWLY FROM THE POINT WHERE THE NLY LN OF SD LOT 2 INT THE WATER FACE OF THE SEAWALL; RUN TH SWLY ALG THE WATER FACE OF THE SEAWALL TO THE SW COR OF LOT 1 OF SD SUB SD COR BEING THE MOST WLY COR OF SD LOT 1; RUN TH SELY ALG THE SLY LN OF SD LOT 1 TO THE SELY COR OF SD LOT 1 RUN TH NELY ALG THE WLY LN OF BAY VIEW DR A DIST OF 81.05 FT M/L MEASURED ON THE ARC TO THE POB; THE LAND THUS DESC BEING IN LOT 1 OF SD POINT PLEASANT SUBD. (1582/5002) PI#33466.0000/4

Parcel ID: 3373700008

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 9,10,11,12 & 13, OF E A VINSONS ADD TO BRADENTON, PB 1 P 136, SAID LAND LYING PARTLY IN NE1/4 OF SE1/4 & PARTLY IN LOT 4 U S OF SEC 27 & BEING DESIGNATED AS DAVID H BARRICK IN THE AMENDED PLAT OF VINSONS ADD, PB 1 P 175 ALSO VACATED PORTION OF 1ST AVE W AS DESC AND REC IN O.R. BOOK 967 PG 393 PRMCF TO WIT: THAT PORTION OF 1ST AVE W DESC AS FOLLOWS: BEG AT A C.M. MARKING THE SELY COR OF LOT 1 POINT PLEASANT SUB AS REC IN P.B. 2 PG 55 PRMCF; TH N 75 DEG 25 MIN 34 SEC W ALG THE S LN OF SD LOT 1 ALSO BEING THE NLY R/W OF 1ST AVE W 22.39 FT FOR A POB; TH CONT N 75 DEG 25 MIN 34 SEC W 50.49 FT TO THE NWLY COR OF SD 1ST AVE W; TH S 37 DEG 00 MIN 00 SEC W ALG THE WLY END OF SD 1ST AVE W 41.63 FT TO AN I. P. MARKING THE NWLY COR OF LOT NO. 3 OF THE AMD PLAT OF VINSON'S ADD TO THE TOWN OF BRADENTON, FL AS REC IN P.B. 1 PG 175 PRMCF; TH S 75 DEG 00 MIN 00 SEC E ALG THE N LN OF SD LOT NO. 3 ALSO BEING THE SLY R/W OF 1ST AVE W 58 FT TO A C. M. MARKING THE NELY COR OF THAT CERTAIN PARCEL OF LAND AS DESC AND REC IN DB 170/534 PRMCF; TH N 26 DEG 42 MIN 18 SEC E ALG THE NLY EXT OF THE ELY LN OF SD PARCEL IN DB 170/534 39.80 FT TO THE POB, (1582/4998), PI#33737.0000/8

Parcel ID: 3373500002

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: BEG AT NW COR OF LOT 3, OF THE AMENDED PLAT OF VINSON'S ADDITION (PB 1 P 175), RUN S 37 DEG W 197.3 FT TO WARE'S CREEK, TH IN A SELY DIRC ALG SD CREEK TO A PT 100 FT IN A STRAIGHT LN FROM THE LAST MENTIONED PT, TH N 22 DEG 11 MIN E 234 FT TO THE N LN OF SD LOT 3, W 15 DEG N 42 FT TO THE POB, TOGETHER WITH ALL RIP RIGHT AND PRIVILEGES IN FRONT OF SD PROPERTY EXTENDING INTO SD WARE'S CREEK THE WIDTH OF THE FRONTAGE OF SD LOT. ALSO: A PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SE COR OF THE LAND ABOVE CONVEYED; RUN TH NLY ALG THE ELY BDRY OF SD LAND TO MARCY ST, (1ST AVE W), TH RUN ELY ALG MARCY ST 16 FT, RUN TH SLY TO THE SD SE COR. (1651/6744) PI#33735.0000/2

Parcel ID: 3373300007

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOT 3, WITH RIP RTS, OF THE AMENDED PLAT OF VINSON'S ADD TO BRADENTOWN, AS REC IN PB 1, P 175, PRMCF, WITH THE EXCEPTION OF WLY SIDE OF SD LOT SOLD TO ALBERT H MERRITT AS SHOWN BY DEED REC IN DB 14, PG 364 DESC AS FOLLOWS: BEG AT NW COR OF LOT NUMBER THREE (3) OF THE AMENDED PLAT OF VINSON'S ADD TO TOWN OF BRADENTOWN; AS REC IN PB NUMBER ONE (1) ON PG 175 OF PRMCF, AND RUNNING TH S 37 DEG W 197.3 FT TO WARES CREEK, TH IN A SELY DIR ALG SD CREEK TO A PT 100 FT ON A STRAIGHT LN FROM LAST MENTIONED PT; TH N 22 DEG 11 MIN E 234 FT TO N

LN OF SD LOT NUMBER THREE (3); TH W 15 DEG N 42 FT TO POB; TOGETHER WITH ALL RIP RTS AND PRIVILEGES IN FRONT OF SD PROPERTY EXT INTO SD WARES CREEK THE WIDTH OF THE FRONTAGE OF SD LOT; EXCEPTING FROM THE ABOVE DESC PROPERTY, HOWEVER, A CERTAIN TRIANGULAR SHAPED PARCEL OF LAND PARTICULARLY DESC AS FOLLOWS: BEG AT SW COR OF PROPERTY ABOVE DESC AND RUN TH NLY ALG WLY BDRY THEREOF TO MARCY ST; RUN TH E ON S SIDE OF MARCY ST SIXTEEN (16) FT; RUN TH SLY TO SW COR OF PROPERTY HEREBY CONVEYED, WHICH PT IS ALSO THE SE COR OF PROPERTY DESC IN SD DEED TO ALBERT H MERRITT, REC IN DB 14, P 364. (DB 89/147) PI#33733.0000/7

Parcel ID: 3352500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA WESTMINSTER SHORES*

Description: LOTS 3,4,5,7,8,9,10,11,12 FULLER SUB; TOG WITH THE FOLLOWING DESC PARCEL: LOT 1 BLK 1 SHOWN ON PLAT OF EST OF S C UPHAM REC IN DB G P 830, BEGINNING IN WHAT IS KNOWN AS WARES CREEK, RUNNING N THE DIST OF 6.04 CHAINS TO THE S SIDE OF ST CALLED MARCY ST; TH E 2.82 CHAINS; TH S 5.44 CHAINS TO UPHAM STREET; TH IN A WLY DIR ALG THE MEADERINGS OF SD WARES CREEK, 3.08 CHAINS TO THE POB WITH RIP RIGHTS, ALSO: LOT 1 OF VINSONS ADD TO BRADENTON, SD ADD REPRESENTING WHAT IS KNOW AS PRICES POINT, TOGETHER WITH ALL RIP RIGHTS, AS PER PLAT OF SD ADD REC IN PB 1 PG 136, LESS: STARTING AT THE NE COR OF PROP LN OF PATTEN & MARCY ST; TH W ALG PROP LN OF MARCY ST 411.84 FT TO THE POB; TH ANGLING S 93 DEG 12 MIN A DIST OF 140 FT; TH IN A WLY DIR 93 DEG 12 MIN A DIST OF 20 FT; TH IN A WLY DIR 11 DEG 35 MIN A DIST OF 70 FT; TH IN A WLY DIR 15 DEG 16 MIN A DIST OF 60 FT; TH N 140 FT TO PROP LN OF MARCY ST; TH IN A ELY DIR ALG PROP LN ON MARCY ST A DIST OF 60 FT, 70 FT AND 20 FT TO A POB, ACCORDING TO PLAT OF SURVEY REC IN PB 2 PG 95, ALSO LESS: THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF BRADENTON, BOUNDED ON THE N BY MARCY ST (1ST AVE W) ON THE E BY THE W LN OF THE PROP OF B H POPE AS DESC IN DB 267 PG 225, ON THE S BY A LN EXTENEDED DUE W FROM THE SW COR OF B H POPES PROP, & ON THE W BY THE W LN OF THE PROP OF E J PRESCOTT & ELIZABETH P PRESCOTT, AS DESC IN DB 240 PG 585 (876/910); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 2 VINSONS SUB OF PRICES POINT PB 1/175, PI#33525.0010/9

Parcel ID: 3337900059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; *AKA ASBURY TOWERS*

Description: E 1/2 OF LOT 2 & ALL OF LOT 3, BLK A OF H G H REEDS SUB; TH W BDRY LN OF THE E 1/2 OF LOT 2 BISECTS THE WIDTH OF LOT 2 SO AS TO BE EQUI-DISTANT FROM THE EAST AND WEST BOUNDARIES OF SD LOT 2 AT ALL PTS, AND TOGETHER WITH THE S 1/2 OF 3RD AVE, LYING N OF SD LOTS,

VACATED IN OR 630 P 806 AND TOGETHER WITH THE NLY 1/2 OF VACATED ST LYING SLY OF & ADJACENT TO THE ABOVE DESC PROPERTY VACATED IN OR 1413 P 7208; TOGETHER WITH THE W1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY R/W/L TO A POINT ON THE NLY R/W/L OF SD STREET; TH N 45 THE SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. TOGEHTER WITH BEG AT THE NE COR OF THE W1/2 OF LOT 2 BLK A OF H G H REEDS SUB, AS PER PLAT REC IN PB 1 PG 139; TH S 00 DEG 22 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 93.10 FT TO AN OLD CONC MON; TH S 46 DEG 27 MIN 01 SEC W, ALG THE E LN OF SD W1/2 OF LOT 2, A DIST OF 71 FT, M/L, TO AN INT WITH A CONC SEAWALL; TH WLY & NLY ALG SD SEAWALL TO A PT ON THE S LN OF 3RD AVE W (NOW VACATED); TH S 89 DEG 44 MIN 48 SEC E, ALG SD S LN OF 3RD AVE W, 238.3 FT TO THE POB; LYING & BEING IN SEC 26 (1426/1386), TOGETHER WITH ALL THAT PART OF VACATED 3RD AVE W R/W LYING W OF 16TH ST W PER RESOLUTION REC IN OR 630 P G 806, LESS THE S1/2 OF THE E 90 FT & LESS THE S1/2 OF TH E W 40 FT THEREOF SUBJECT TO A DRAINAGE & UTILITY EASMT ACROSS SUCH ROSS SUCH LANDS, RES LANDS, RESERVED UNTO THE CITY OF BRADENTON. ALSO TOGETHER WITH COM AT NE COR OF LOT 1, BLK A; THEN N 89 DEG 45 MIN W, ALG N LN OF SD LOT 208.3 FT FOR A POB; THEN CONT N 89 DEG 45 MIN W 40 FT; THEN S 21 DEG 28 MIN 29 SEC E 109.26 FT TO A SEA- WALL; THENCE N ALG SD SEAWALL 101.5 FT TO THE POB BEING PART OF LOT 1 BLK A REED SUB (640/77), TOGETHER WITH THE S1/2 OF VACATED 3RD AVE W LYING N OF THE ABOVE DESC PROPERTY PER RESOLUTION REC IN OR 630 PG 806. PI#33379.0005/9

Parcel ID: 3340600158

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1, 2 & 3 BLK E, JOHNSON SUB, PB 1 PG 238, TOGETHER WITH LOTS 1,2,3,4,5,6,7, BLK B, REEDS SUB, ALSO: COM AT THE SW INTERSECT OF 15TH ST W AND 4TH AVE W; TH RUN S WLY ALG THE S LN OF 4TH AVE W A DIST OF 377 FT TO A POB; TH RUN SELY AT RIGHT ANGLES TO SD 4TH AVE A DIST OF 119.22 FT TO A PT; TH RUN SWLY AND PARALLEL TO SD 4TH AVE A DIST OF 173.46 FT TO A PT ON THE SEAWALL ON THE E SIDE OF WARES CREEK; THE RUN NWLY ALG SD SEAWALL A DIST OF 66.25 FT (CHORD MEASUREMENT) TO A PT WHICH IS 60 FT FROM SD 4TH AVE W; TH RUN NELY AND PARALLEL TO SD 4TH AVE A DIST OF 169.54 FT TO A PT; TH RUN NWLY AT R/A TO THE LAST DESC COURSE A DIST OF 60 FT TO A

PT ON THE S LN OF 4TH AVE W; TH RUN NELY A DIST OF 32 FT TO THE POB; BEG AT THE SW THE SW INTERSECT OF 15TH ST AND 4TH AVE W, TH RUN SWLY A LG THE S BNDRY LN OF 4TH AVE 409 FT TO A POB, TH SELY AT RIGHT ANGLES TO 4TH AVE 60 FT, TH SWLY ALG THE LN PARALLEL TO 4TH AVE 169.54 FT M/L TO THE SEAWALL ON WARES CREEK, THIS BEING THE S BNDRY OF THIS PROPERTY; TH STARTING AT THE POB RUN SWLY ALG THE S LN OF 4TH AVE 187.17 FT M/L TO THE SEAWALL ON WARES CREEK THIS BEING THE N BNDRY OF THIS PROPERTY, TH IN A SELY DIR ALG THE SEAWALL ON WARES CREEK TO INTERSECT OF THE S LN OF SD PROPERTY WITH ALL RIPARIAN RIGHTS. (178/649) TOGETHER WITH: BEG AT THE SW INTERSECT OF 15TH ST AND 4TH AVE IN THE CITY OF BRADENTON, TH RUN SWLY ALG THE S BNDRY LN OF 4TH AVE 357 FT FOR THE POB ON THE LAND HEREBY CONVEYED, TH SWLY ALG S LN OF 4TH AVE 20 FT; TH SELY AT RIGHT ANGLES TO 4TH AVE 120 FT; TH IN A NELY DIR AND ON A LN PARALLEL TO 4TH AVE 20 FT; TH IN A NWLY DIR TO POB, (207/156) ALSO: BEG AT A PT ON THE S SIDE OF 4TH AVE AT A PT WHERE THE W LN OF 15TH ST CT INTERSECTS THE S LN OF 4TH AVE FOR A POB; RUN TH N 20 FT, TH SWLY ALG A LN PARALLEL ALG THE SEAWALL OF THE S LN OF 4TH AVE EXTENDED, TH NELY ALG S LN OF 4TH AVE EXTENDED TO POB, WITH ALL RIPARIAN RIGHTS THERETO, (243/649) A PORTION THEREOF IS INCLUDED IN RESOLUTION REC IN (181/164), TOGETHER WITH THE SLY 1/2 OF VAC ST DESC IN (1413/7208) LYING NLY OF AND ADJ TO ABOVE DESC PROPERTY. VAC PER RES NO 93-52; TOGETHER WITH THE E1/2 OF 16TH ST W VACATED BY RESO REC IN O.R.1578 PG2874 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1 BLK B H.G.H. REEDS SUB (WHICH POINT IS ALSO THE INT OF THE SLY AND ELY R/W/L OF 3RD AVE W AND 16TH ST W); TH S 00 DEG 12 MIN 36 SEC W ALG THE ELY R/W/L OF 16TH ST W A DIST OF 144.88 FT TO THE SW COR OF THE AFOREMENTIONED LOT 1 (WHICH POINT IS ALSO THE NWLY COR OF LOT 5 BLK B OF AFOREMENTIONED PLAT); TH S 45 DEG 12 MIN 36 SEC ALG THE SLY R/W/L OF SD ST A DIST OF 30 FT; TH N 44 DEG 47 MIN 24 SEC W A DIST OF 30 FT PERPENDICULAR TO SD SLY SELY LN OF LOT 3 BLK A OF SD SUB) A DIST OF 17.57 FT; TH N 00 DEG 12 MIN 36 SEC E ALG THE WLY R/W/L OF SD STREET A DIST OF 132.34 FT TO THE NE COR OF LOT 3 BLK A OF THE AFOREMENTIONED PLAT (WHICH IS ALSO THE INT OF THE SLY AND WLY LN OF 3RD AVE W AND 16TH ST W); TH E A DIST OF 30 FT TO THE POB. LESS 798 SF FOR RD R/W IN O.R. 1592 PG 3546 DESC AS FOLLOWS: THE NLY 3.10 FT LOTS 1,2,3 & 4 BLK B H.G.H. REED'S SUBD. PI#33406.0010/9

Parcel ID: 3338800000

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: LOTS 1,2 BLK C REED SUB PI#33388.0000/0

Parcel ID: 3339000006

Ownership: PRESBYTERIAN RETIREMENT COMMUNITES INC

Description: LOT 4 BLK C REED SUB PI#33390.0000/6

Parcel ID: 3339500109

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC; AKA WESTMINSTER VILLAS

Description: A STRIP OF LAND 47.3 FT WIDE OFF THE ENTIRE LENGTH OF THE S SIDE OF THE F0LLOWING DESC LAND; BEG AT THE NE COR OF LOT 6 IN BLK "C" OF H.G.H. REED'S SUB OF BLK 3 (EXCEPT LOTS 9 & 10) AND BLK 7, OF UPHAM'S ADD TO BRADENTON (PB 1 P 139); AND RUN TH W 150 FT, MAKING THIS THE POB; TH S 141.28 FT; TH W 135 FT, M/L TO STREET, TH N ALG THE E LN OF SD STREET 141.28 FT TO A PT DUE W OF THE POB; TH E 135 FT, M/L TO THE POB. (OR 1412 P 3204); TOGETHER WITH THE W 134 FT OF LOT 1, BLK F JOHNSON SUB. PI#33395.0010/9

Parcel ID: 3340910052

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: THAT PART OF LOTS 1,2,3 & 4, BLK F, JOHNSON SUB, DESC AS FOL: BEG AT A PT ON W LN OF LOT 4, LYING 19.5 FT S OF NW COR OF SD LOT 4; TH RUN N 79.5 FT TO NW COR OF LOT 3; TH RUN E 134.2 FT TO NE COR OF LOT 3; TH RUN N 60.3 FT TO AN IRON PIPE ON N LN OF LOT 1, LYING 150.4 FT W OF THE NE COR OF SD LOT 1; TH RUN E ALG N LN OF LOT 1, A DIST OF 126.9 FT; TH RUN S AND PARALLEL TO THE E LN OF LOTS 1 & 2 A DIST OF 97.3 FT; TH W 54.8 FT; TH RUN SWLY ALG A LN THAT IS 55 FT NLY & PARALLEL TO C/L OF 4TH AVE W, A DIST OF 195.2 FT; TH RUN NWLY A DIST OF 25.4 FT TO THE POB. (OR 2568/884), PI#33409.1005/2

Parcel ID: 3335100059

Ownership: PRESBYTERIAN RETIREMENT COMMUNITIES INC

Description: A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE PT OF INT OF THE W R/W OF 15TH ST W (40.00 WIDE) AND THE SLY R/W LN OF 4TH AVE W, ALSO KNOWN AS MULLER ST AS PER JOHNSON SUBDIV OF THE REED PL REC IN PB 1 PG 238 PRMCF; TH S 00 DEG 46 MIN 28 SEC W, ALG THE W R/W LN OF 15TH ST W, A DIST OF 15 FT; TH CONT S 00 DEG 46 MIN 28 SEC W, ALG SD R/W LN, A DIST OF 317.22 FT; TH S 08 DEG 01 MIN 10 SEC W, ALG SD R/W LN AS SHOWN ON THE R/W OF SR 64 MANATEE AVE W (SEC 1315-183), A DIST OF 12.21 FT; TH S 31 DEG 52 MIN 00 SEC W ALG SD LN, A DIST OF 27.92 FT TO THE N R/W LN OF SD MANATEE AVE; TH N 89 DEG 28 MIN 39 SEC W ALG SD N R/W LN, A DIST OF 26.03 FT TO A 5/8" IRON ROD LICENSED

BUSINESS #6668 MARKING THE N R/W LN SD MANATEE AVE W AT STATION 521+60.33; TH CONT ALG SD R/W LN N 88 DEG 40 MIN 11 SEC W, A DIST OF 73.01 FT FOR A POB; TH CONT N 88 DEG 40 MIN 11 SEC W ALG SD LN A DIST OF 335.90 FT; TH N 01 DEG 30 MIN 55 SEC E, A DIST OF 13.02 FT; TH ALG A SEAWALL AND A CURVE TO THE LEFT HAVING A RAD OF 95 FT, THROUGH A C/A OF 44 DEG 06 MIN 51 SEC, A DIST OF 73.14 FT TO A PT WHICH BEARS N 26 DEG 21 MIN 15 SEC W, A CHORD DIST OF 71.35 FT; TH CONT ALG SD SEAWALL ON A CURVE TO THE LEFT HAIVNG A RAD OF 400 FT THROUGH A C/A OF 01 DEG 12 MIN 11 SEC, A DIST OF 8.40 FT TO A PT WHICH BEARS N 46 DEG 38 MIN 33 SEC W, A CHORD DIST OF 8.40 FT; TH N 72 DEG 54 MIN 59 SEC E, A DIST OF 192.94 FT; TH N 17 DEG 05 MIN 02 SEC W, A DIST OF 119.31 FT TO A PT ON THE WLY EXT OF THE SLY R/W LN OF AFORESD 4TH AVE W; TH N 73 DEG 01 MIN 19 SEC E, ALG SD LN, A DIST OF 238.75 FT; TH S 00 DEG 46 MIN 28 SEC W, PAR TO THE W R/W LN OF 15TH ST W AND 115 FT WLY THEREOF, A DIST OF 330.99 FT TO THE POB. CONT 1.79 AC M/L. (OR 2778/5022) PI #33351.0005/9

Concept Plan



Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

WESTMINSTER POINT PLEASANT

CONCEPTUAL PLAN

JANUARY 2024

Stantec Consulting Services Inc.
6920 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

N

0 500 1,000

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
January 15, 2025

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Michael Neal-Vice Chair, Michael Jones, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Planning and Community Development Assistant Director, Lori Brunner-Planning and Community Development Administrative Assistant.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Motion to approve the December 11, 2024, Meeting Minutes by Commissioner Jones, and seconded by Commissioner Neal. Motion passed unanimously.

Items 5 and 6, Election of Officers and Review of By-Laws, were both postponed.

PUBLIC COMMENT
No speakers came forward to speak on non-agenda items.

Chair Ben Bakker asked if the Commissioners had any ex parte communication with any of the applications on today's agenda. There were none.

AGENDA ITEMS:

1. Resolution 25-03; Case SUP.24.0004
Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; to be located at 406 12th Street West (Parcel ID 3319400002) in the T5 (Urban Center) transect zoning district. Application filed by Robert Allen Woodring (agent) for CBR Holdings, LLC (owner).

Staff: Greg DeLong described the Special Use Case request.

Applicant: Robert Woodring, 406 12th St. W., Bradenton, stated that he is present for the application of a sidewalk café license and that his business has been in business for over 30 years on Old Main Street.

Mr. DeLong went over the proposed request which is consistent with the Land Use Regulations. He discussed the stipulations which were provided to the Board.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Neal seconded. Motion passed unanimously.

2. Resolution 25-02, Case SUP.24.0003
Request for a Special Use Permit to allow for a Club (Reception Center); to be located at 1720 Manatee Avenue West (Parcel ID 3370100004) in the UV (Urban Village) zoning district. Application filed by Adam and Kathleen LaFavre (owners).

Staff: Greg DeLong gave a summary of the Special Use Permit and showed maps, as well as a site location.

Applicant: Adam LaFavre, 1717 79th Ct. W., Bradenton, and Kathleen LaFavre, 1720 Manatee Ave. W., Bradenton, discussed the wedding venue. This will be a 4-to-5-hour venue and they have worked out the parking with the neighboring church, as well as valet parking. This will be primarily on the weekend. Traffic flow was also discussed; signs will be posted due to the location.

Mr. DeLong presented a zoning map and stated that they have been operating without a permit. He stated that there is nothing in the code that represents this type of use. He discussed the parking situation and suggested a stipulation, if approved. He also stated that in their application, there would be no cooking on site; just catering, and alcohol will be sold and served with the proper permit. This was also brought before the Development Review Committee and the Building Department is requesting a change of occupancy, due to the current classification. The Fire Department stated that one of the doors needs to be changed to an egress for exiting. The Police Department stated some concerns about the parking. The Comprehensive Plan design was discussed. Staff recommends stipulations. Mr. DeLong also mentioned the email that was sent to Robin Singer from Fred Longhi which was included in the meeting packet.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Mr. LaFavre stated that he has no objection to the stipulations suggested.

Motion: Commissioner Green motioned to approve with the stipulations, and Commissioner Jones seconded. Motion passed unanimously.

3. Ordinance 4035, Case CP.24.0363
An Ordinance of the City of Bradenton, Florida, amending objective 1.5.2

of the Future Land Use Element of the City's Comprehensive Plan and amending Objective 5.3, Policy 5.3.1, Policy 5.3.2, Policy 6.2.1 and Policy 6.2.5 of the Coastal Management and Conservation Element of the City's Comprehensive Plan, and adding Policy 5.3.1.1 and Policy 5.3.1.2 to the Coastal Management and Conservation Element of the City's Comprehensive Plan; providing for applicability; providing for severability; and providing for an effective date.

Staff: Robin Singer introduced the ordinance which is modifying the Comprehensive Plan to allow for map amendments allowing for additional density within the coastal high hazard area.

Applicant: Katie LaBarr, Stantec, 6920 Professional Parkway, Sarasota, on behalf of Westminster. Ms. LaBarr introduced Jim Palaski, Senior Vice President of Westminster, and Chris Wickburg, Vice President of Design and Construction at Westminster, as well as their legal counsel Stephen Dye and Patricia Petruff of Dye Harrison.
Jim Palaski, 5304 Bay State Rd., Palmetto, spoke about Westminster Communities of Bradenton, in the Point Pleasant neighborhood. He gave a presentation with maps of all the communities (22) across Florida.
Chris Wickburg, 116 America St., Orlando, discussed the plan, design, and redevelopment success. This includes a multi-phase plan which creates modern standards and life safety for the residents.
Ms. LaBarr went over the Comprehensive Plan text amendment proposal. She stated that their primary purpose is to ensure consistency regarding development within the coastal high hazard areas and their client's goal is to preserve an institution that has been a prominent fixture in the City of Bradenton for over 70 years, can continue. She discussed statutory language compliance and the impact of natural disasters, as well as the evacuation plan.
Patricia Petruff, certified land use attorney, Dye, Harrison, Knowles, 1206 Manatee Ave. W., Bradenton. She has represented this client for 46 years. She discussed the original coastal high hazard zones and the verbiage of when the Comprehensive Plans were originally written. She went over changes in units and future land use. She stated that this property is not subject to the overlay district; it is not part of that neighborhood; it is an institution, not residential. Ms. Petruff showed a map of the area and stated that this is not a T-4O zoning category. She stated that with the current ordinances, they would not be able to rebuild should buildings be destroyed.
Mr. Wickburg discussed the Shores building and renovations. Due to age, design, demand of residents, etc., renovations become an economic issue. They have been upgrading buildings, however, residents do not want to live in an older building.

Robin Singer reiterated that this is about text amendments that impact the coastal high hazard area as shown on land use maps within the City. She discussed the impacts of changing the land use designations.

The Board decided to listen to all presentations first, then make separate motions when all are complete. Public comments will be more than 3 minutes if needed.

4. Ordinance 4036, Case CP.24.0364
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 property located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000 and more particularly described in the attached "Exhibit A"; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the case for the Comprehensive Plan Land Use Map amendment. She showed tables to break down the differences between what is currently allowed and what they are seeking.
Patricia Petruff stated that typically when a text amendment is done, a map amendment is often done as well.

Robin Singer showed current zoning and future land use maps. The change of use would be from High Density Residential to Urban Central Business District. She explained the difference between them.

5. Ordinance 4037, Case LU.24.0361
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 T5 (Urban Center) for 15.9 acres located at PIDs 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059; providing for applicability; providing for severability; and providing for an effective date. Application filed by Katie LaBarr of Stantec, agent for Presbyterian Retirement Communities, Inc.

Applicant: Katie LaBarr, Stantec, on behalf of Westminster, presented the re-zone application. She discussed the differences between T4-O and T4-R, and why they are proposing the change to T5. Building height is one of the key differences. This plan helps to illustrate the overall development strategy. She showed a conceptual rendering of the plan.
Patricia Petruff stated that this is the best route forward. The current density is the issue for rebuilding. This is a long-standing residence, since 1954, and all will be incompliance with FEMA, etc. This is an investment in the City.

The Board discussed the amount of units with the applicant. The evacuation plans were questioned, as well as flooding and habitable floors to be over the parking area.
The current occupancy is 85 percent full.

Robin Singer went over the current zoning and future land use maps. She showed photos of the existing sight, and discussed the criteria for land use district designations.

Public Comment: Chair Bakker opened the Public Hearing.

Jeff Corey, 203 N. 18th St., Bradenton. Opposed.
Terry Carr, 1533 4th St. W., Bradenton. In favor.
Susan Miller Kelly, 2412 45th Ct. W. Bradenton. Opposed.
William Miller, 112 16th St. W., Bradenton. Opposed.
Mike Carter, 1018 1st Ave., Bradenton. Opposed.
Todd Lott, 1600 1st Ave. W., Unit 108 A, River Oaks, Bradenton. Opposed.
James Park, 117 N. 18th St. W., Bradenton. Opposed.
Michael K. Nolan, 1650 1st Ave. W., #401, Bradenton. Opposed.
Donna Mathias, 1600 1st Ave. W., Unit 501, Bradenton. Opposed.
Bonnie Brinson, 1600 1st Ave. W., Unit 405A, Bradenton (via email; spoken by Donna Mathias). Opposed.
Clare Ward, 1609 1st Ave., Bradenton. Opposed.
Debra Schreiber, 1717 1st Ave. W., Bradenton. Opposed.

Applicant: Patricia Petruff responded to the public comments. She spoke about units per acre; current and proposed. She also discussed the coastal high hazard area and traffic.

Public Hearing was closed.

Motions:

Ordinance 4035, Case CP.24.0363: Commissioner Neal motioned to approve, and Commissioner Green seconded. Motion passed with 3 votes in favor and 1 vote against.

Ordinance 4036, Case CP.24.0364: Commissioner Green motioned to approve, and Commissioner Neal seconded. 2 votes in favor and 2 votes against.

Ordinance 4037, Case LU.24.0361: Commissioner Neal motioned to approve, and Commissioner Green seconded. 2 votes in favor and 2 votes against.

City Attorney Scott Rudacille stated that the last 2 items will move forward to the City Council without a recommendation.

Adjournment: The meeting adjourned at 5:26 p.m.

Ben Bakker, Chair — Date 2/19/25

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

From: Cheryl Kinderknecht
To: Greg DeLong
Subject: [EXTERNAL] Re. August 13, 2025 Westminster Request Before City Council
Date: Tuesday, August 5, 2025 1:11:42 PM

You don't often get email from chkinderknecht@verizon.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.

Dear Commissioner DeLong, My name is Cheryl Kinderknecht and for the past 15 years I have lived full-time in my home at 1532 3rd Ave West. My home is located directly across the street from the current Westminster Towers Health Center building and ½ block to the east of the Westminster Shores building. I'm asking you to vote against Ordinance 4037 – Rezoning and Ordinance 4036 – Land Use Change which would implode the population density and completely destroy the nature and character of my neighborhood and the surrounding Point Pleasant community.

We're already at a saturation point with the day-to-day traffic on these narrow residential streets. There is the routine traffic associated with all the current residents of Point Pleasant. Even at Westminster's present size, their impact on neighborhood traffic is quite pronounced and includes multiple times daily fast-moving change of shift staff arrivals and departures; nearly daily food and product delivery by large trucks; daily back and forth traffic of Westminster's grounds utility vehicles; and the daily back and forth traffic of Westminster passenger cart and/or bus, and daily ambulance traffic, sometimes with sirens, sometimes not. We have learned to live and cooperatively deal with the current Westminster traffic situation in this tiny residential area, but I don't know how this small area can support the increased traffic which would result from the proposed explosion of the existing population density.

Another area of major concern is the sewage system, which does not seem adequate for the existing population density in this area. The system is always sluggish, often smelly, and periodically the sewer system needs to be opened up, siphoned off, and otherwise dealt with by the city crew. At least once a year the streets in this area have to be torn up for sewer repair, followed then by the necessary asphalt repair.

As the vote on this matter approaches, I'm asking you to please consider how you'd vote on these ordinances if the proposed changes were going to happen in your residential neighborhood? Thank you.

Cheryl Kinderknecht
chkinderknecht@verizon.net

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida

Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

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

From: Peggy Long
To: Greg DeLong
Subject: [EXTERNAL] Subject: Opposition to Ordinances 4035, 4036, and 4037 — Preserve Point Pleasant and Protect Bradenton's Future
Date: Tuesday, August 5, 2025 8:09:18 PM

You don't often get email from peggylong@mac.com. Learn why this is important

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

Dear Mr. Delong,

As a Point Pleasant resident of over 30 years and a proud Manatee County native, I am writing to express my strong opposition to the proposed Ordinances 4035, 4036, and 4037 that will come before you for a final vote on August 13th.

These changes — particularly the drastic increase in allowable density from 15 to 40 dwelling units per acre in the Coastal High Hazard Area — would irreversibly alter the character of our city and put undue strain on already overwhelmed infrastructure. These areas are labeled "high hazard" for a reason. Increasing population density in zones that are the most vulnerable to flooding and storms is not only shortsighted — it is dangerous.

Furthermore, Ordinance 4037 would allow for buildings up to 12 stories tall adjacent to the historic Point Pleasant neighborhood. This type of high-rise urban development has no place in a small-scale, historic, residential district that reflects Bradenton's rich heritage and charm. Once that scale is lost, it cannot be regained.

The citizens of Bradenton — especially those who have invested their lives and families in its historic neighborhoods — deserve thoughtful, sustainable growth. Development should not come at the cost of public safety, livability, and community identity.

Please vote no on Ordinances 4035, 4036, and 4037. Bradenton deserves better.

Sincerely,

Peggy Harrison Long

1527 1st Ave Dr W Bradenton, FL

Point Pleasant Resident

Manatee County Native

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.

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Letter to Bradenton City Council

August 5, 2025

Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Dear Honorable Mayor and Members of the Bradenton City Council,

I am writing to respectfully urge the City Council to require that the proposed Westminster expansion project, which ordinances 4036 and 4037 are scheduled for consideration on August 13, 2025, be subject to the Planned Development Project (PDP) process pursuant to 3.1.3 and 3.4.1 of the Bradenton Code of Ordinances, Land Use Regulations.

As outlined in the City of Bradenton's land use reguations, the Planned Development Plan process provides a robust and structured method for evaluating large-scale or complex projects like the proposed Westminster expansion. By engaging in the PDP process, the city ensures not only greater transparency and public involvement, but also a coordinated and flexible planning approach that benefits all stakeholders.

A PDP review would enable the Council and the community to evaluate Westminster's future expansion in a comprehensive manner—accounting for its scale, impact on surrounding neighborhoods, infrastructure needs, and integration with Bradenton's long-term vision as outlined in the Comprehensive Plan and Future Land Use Map.

Among the key benefits of the PDP process are:
- Zoning flexibility to allow tailored site design
- Integrated master planning for phasing and infrastructure coordination
- Enhanced public input through scheduled hearings
- Administrative clarity through DRC and staff review
- Compatibility with affordable housing and mixed-use objectives
- Alignment with the City's Future Land Use Map (FLUM)

As the City Council considers the these ordinances related to the Westminster project, I encourage you to prioritize the long-term vision and planning excellence that the PDP process supports. Doing so will ensure that the project proceeds in a way that is transparent, equitable, and consistent with the goals of a growing and inclusive Bradenton.

Thank you for your service and for your thoughtful consideration of this request.

Sincerely,

Constance W. Frazier

Constance W. Frazier
1510 1st Avenue West
Bradenton, FL 34205
919-274-0557
connie@lobbync.com

From:	Robin D. Singer
To:	Roberta Bass
Cc:	Greg DeLong
Subject:	RE: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date:	Monday, January 13, 2025 8:31:14 AM

Ms. Bass,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package materials for City Council.

Robin Singer
Planning and Community Development Director
City of Bradenton, Florida

-----Original Message-----
From: Roberta Bass <bertiebass3@gmail.com>
Sent: Saturday, January 11, 2025 8:21 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)

[You don't often get email from bertiebass3@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[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.

Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)

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From: Robin D. Singer
To: Bill
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Westminister planning change request
Date: Monday, January 13, 2025 8:29:22 AM
Attachments: image002.png

Mr. Peruzzi,

Thank you for your comments. We will distribute your email to the Planning Commission and include it in the package for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Bill <billperuz@aol.com>
Sent: Saturday, January 11, 2025 9:22 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Westminister planning change request

You don't often get email from billperuz@aol.com. Learn why this is important

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

I have been a resident of the River Oaks Condominiums at Point Pleasant since 2002 and I have a PhD in ecology. Unfortunately, I have a conflict and will be unable to attend the January 15 planning meeting to discuss the proposal by Westminister to change zoning and plan changes at Point Pleasant. I have read the proposed changes to our peninsular and am appalled that the Westminister requests may be granted.

Since you work at the Bradenton City offices, I am sure that you are aware of the ever increasing traffic problems as the infrastructure and population increases. In particular, 3rd Avenue and the streets parallel to it are now congested on a daily basis and would only worsen should the Westminister request be granted.

I am also concerned about the effects that shall occur should too much of the surface of the peninsular be overly covered by buildings and parking lots. Open land is very important for proper drainage of rainfall plus

continually increasing the old Bradenton population places too much stress on the existing infrastructure. Our streets are often being dug up to address drainage problems, particularly caused by solid waste disposal. More buildings and more residents will only worsen this problem.

I trust that the proposed changes will be denied.

Sincerely, William T. Peruzzi 941-749-0234

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From: Robin D. Singer
To: Jessica Chalker
Cc: Greg DeLong
Subject: RE: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e
Date: Tuesday, January 14, 2025 8:58:37 PM
Attachments: image002.png

Ms. Chalker,

Thank your for your input. We will share your email with the Planning Commission and include it with the package materials for City Council.

Robin D. Singer, AICP
Planning & Community Development Director

(941) 932-9408
(941) 290-9322
101 Old Main Street, Bradenton, FL 34205
Robin.singer@BradentonFL.gov

From: Jessica Chalker <jessica.chalker@gmail.com>
Sent: Tuesday, January 14, 2025 8:19 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Letter of opposition to 1/15/22 agenda items 8 c-e

You don't often get email from jessica.chalker@gmail.com. Learn why this is important

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

Dear Ms. Singer,

Please find an attached letter expressing my opposition to the proposals to be discussed at tomorrow's meeting (agenda items 8 c-e). I am unable to attend the meeting but a neighbor has offered to read my letter in my absence. I wanted to make sure it reached your office directly, in the event anything prevents my neighbor from attending.

I'd appreciate it if you could let me know that you have received and were able to access the letter. Thank you for your time and consideration.

Jessica Chalker

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Jessica & Jonathan Chalker
104 15th St. W.
Bradenton, FL 34205

Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Subject: Opposition to Proposed Changes in Ordinances 4035, 4036, and 4037

Dear Members of the Bradenton Planning Department,

Due to the limited amount of time between receiving the letter of notification and the meeting date to discuss the referenced changes, we are unable to attend the meeting due to work obligations. We have asked our neighbor, Deborah Schrieber, to read our comments in our absence.

We are writing to express my strong opposition to the proposed changes to Ordinances 4035, 4036, and 4037 as submitted by Katie LaBarr of Stantec. These amendments, which seek to alter zoning and land-use regulations in sensitive and residentially focused areas, pose significant risks to the safety, character, and environmental sustainability of our community.

The proposed changes appear to prioritize high-density development in areas that are ill-suited for such purposes. Specifically, I have the following concerns:

1. **Increased Risk in Coastal High Hazard Areas (CHHAs):** Ordinance 4035 would allow increased housing density in CHHAs, areas already identified as vulnerable to hurricanes and flooding. This could exacerbate evacuation challenges and endanger residents' lives during natural disasters. In light of the three back to back hurricanes in the fall of 2024, one of which had a mandatory evacuation of this neighborhood, this change seems ill-advised.
2. **Strain on Infrastructure, Services, and Roadways:** Ordinances 4036 and 4037 appear to relax existing development standards, which could lead to overburdened water and sewage utilities, emergency services, and especially, residential roadways. It is my understanding that a traffic study was conducted by Presbyterian Retirement Communities, Inc., but that not all impacted roads were included in the study. It is imperative that all roads that would provide primary access to the proposed properties be studied. This includes 1st Ave., West, which directly impacts my family.
3. **Loss of Neighborhood Character:** Point Pleasant has been designated as a conservation district and adds to the individuality and charm of the downtown Bradenton area. Many visitors walking by our home often comment to us on how much they enjoy the character of the houses and neighborhood. Changing the balance of land use in this neighborhood by adding high-rise buildings and commercial activity into these areas risks eroding this balance, resulting in a loss of the community atmosphere that residents and visitors to Bradenton value.

4. **Environmental Impacts:** Expanding development in vulnerable areas threatens local ecosystems and could lead to more impervious surfaces, increasing runoff and contributing to flooding and water quality issues in adjacent waterways.

While I understand the need for responsible growth, these proposed changes do not align with the principles of safe and sustainable urban planning. I urge the Planning Department to reject these amendments and instead pursue alternatives that prioritize the safety, character, and quality of life of Bradenton's residents.

Thank you for your time and for considering the concerns of community members who are deeply invested in the future of Bradenton.

Sincerely,

Jessica & Jonathan Chalker
Point Pleasant Residents

From: Robin D. Singer
To: Greg DeLong
Subject: FW: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!
Date: Wednesday, January 15, 2025 9:11:33 AM

-----Original Message-----
From: Michael Eagen <mieagen1@gmail.com>
Sent: Wednesday, January 15, 2025 8:06 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Please review and take in consideration of our views concerning the changes in zoning for Westminister, thank you!

[You don't often get email from mieagen1@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[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.

Robin
Thank you. My letter is written below:

City of Bradenton Planning Commission
My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!
Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants 8to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous! Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!
We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!
Thank you,
Marjorie and Michael Eagen 1600 1st Avenue West 308A Bradenton, Fl

Sent from my iPad

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Good afternoon. My name is Donna Mathias 1600 1st Ave W Unit 501, Bradenton FL

Ordinance 4035

Changes to the Coastal High Hazard Area (CHHA) will impact all of Bradenton not just Point Pleasant.

We just went through two back-to-back hurricanes and experienced historical storm surges. The Comprehensive Plan was written to deny such requests for a reason - safety of residents, ability to evacuate, and to alleviate additional burdens on our Public Safety folks. Increasing the density in this neighborhood would put the neighborhood at risk.

a. Almost tripling the density, traffic on 1st Avenue W will be unreasonable and overcrowded. When road work takes place on 1st Avenue River Oaks' parking lot becomes a thoroughfare, which is dangerous to its residents.

b. Increasing the density put more demands on infrastructure. Many residents currently have sewage that backs up in their homes or the odor encroaches in the interior of their home through the pipes when work is being done.

   We have seen the pumping station on 15th St fail multiple times, generators brought in, sewage seeping into the river and the odor is beyond belief.

Ordinance 4036

Proposal to change the density from 238 units to 636 units is a 266% increase

The traffic study was done only for the impact on 64 not the impact to the neighborhood roads. This plan shows that 5 levels of parking will be accessed from 1st Ave. Traffic will increase on 1st Avenue not only due to the additional residents, but also the increased staff and deliveries of supplies and services.

During construction of the proposed buildings, there will be heavy construction vehicles on 1st Avenue. Over the past several years, 1st Avenue has been consistently torn up due to sink holes or sewage/water issues. (**See Exhibit 1**)

EMERGENCY MANAGEMENT PLAN

Hurricane Evacuation Zone A

In 2017 when Hurricane Irma visited, my Mother-in-Law resided at Westminster in Independent Living and was told that she had to evacuate to a public shelter.. She no longer had a car and was using a walker. If we hadn't lived here she would have been pretty much

on her own. I spoke to one gentleman who was distressed as he had no one to help him- but was told he needed to go to a shelter. The emotional stress he was under was disturbing. Since my mother-in-law had medical issues and we lived in a mandatory evacuation zone we went to a shelter.where if needed she could get care. **(see exhibit 2)**. A shelter is not something I want to experience again but I am very grateful that we were with her. She was a real trooper.

This is also corroborated by the email from Regina Smith on May 30, 2024. **(See Exhibit 3)**

Ordinance 4037, Case LU.24.0361

The Subject Property will blend seamlessly with the mixed-use, residential area.

The homes in Point Pleasant are classified as Point Pleasant Neighborhood Conservation District. The construction of a 9 story building sandwiched between two residential PPNCD designated homes doesn't make any sense and is a disservice to the neighborhood and certainly the residents.

According to Alex Cecchini - Should we let people in apartments live on the quiet side-streets single family dwellers desire even if the scale isn't "compatible" with its neighbor? Just because we have the legal power to zone our city this way doesn't mean we *should*.

Allowing this type of construction on 1st Avenue West will increase traffic, increase noise, challenge the integrity of 1st Avenue W, and put an additional strain on our sewage and water systems. There will be more emergency traffic, sirens, buses, and golf carts. Traffic on 1st Avenue will not diminish, it will greatly increase.

Another concern is the demolition of the Shores. How will this impact the structural integrity of the surrounding homes/buildings?

One last aspect is who is really paying for what. Based on property tax records, between the Shores, the Towers and the Office Building (which most of the new construction will fall into these categories), in 2024 the assessed property value was $30,680,657. The Exemptions were $16,569,275 with the total taxable value of these properties at $14,111,382. Westminster paid $250,214 in taxes for 2024 on these properties. - **(See Exhibit 4)**

EXHIBIT 1

1600 1st Avenue W on January 14, 2025 -. This road was completely repaved about 5 years ago. Since then, it has been torn up multiple times due to sewage, water and sink hole issues.



May 18, 2023



May 18, 2023



July 7, 2023

EXHIBIT 1 (CONT'D)

1600 1st Avenue W on January 14, 2025 -. Notice the patches, dips and broken pavement.





EXHIBIT 2

Shelter with 85 year old mother-in-law on September 9, 2017



Our Room Mates

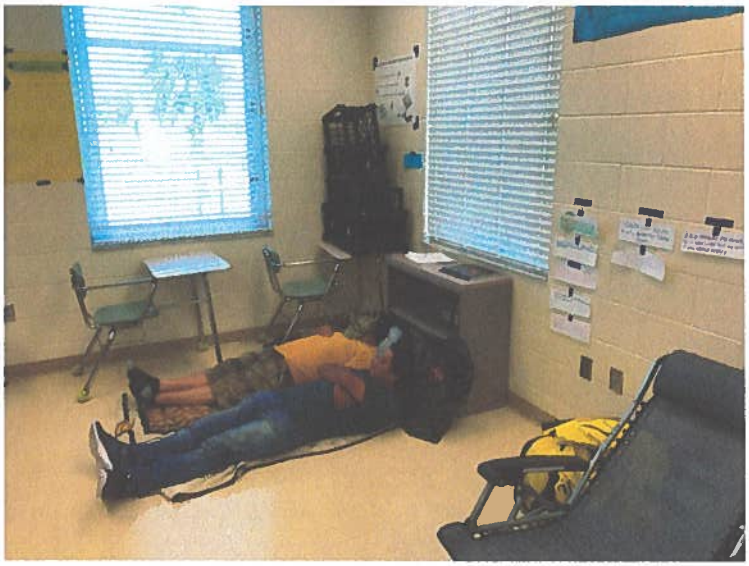



EXHIBIT 3

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."

I have lived in Westminster for 11+ years and the only people that Westminster does evacuate are those that reside in Assisted Living or the Health Center. As an independent resident I am required to make my own arrangements, to either re-locate or go to a shelter. Therefore, there will be more residents in need of shelter and or will be on the road during an evacuation.

Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .
I am asking that the proposal to change the zoning be denied.

Regina Smith

941-932-6708

222 12th St W Bradenton FL 34205

Exhibit 4

Westminster - Towers-Shores-Office

	Parcel ID	Owner	Location	LUC Desc	Current Zoning	Property Description	Historic	Land Use	Exemption Description from Tax Bill - 2024	Assessed Value Tax Yr 2024	Exemption Tax Yr 2024	Taxable Value Tax Yr 2024	Taxes Billed Tax Yr 2024	Taxes Paid Tax Yr 2024 Discount Taken
6	3352500109	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1700 3RD AVE W	Homes for the Aged (1555)	BR_T4-O	The Shores and parking lots surrounding the shores including memory unit on 6th Street W	URBAN-A,URBAN-C	7400; Homes for the aged	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	13,908,000.00	5,171,530.00	8,736,470.00	161,364.36	154,909.79
7	3337900059	PRESBYTERIAN RETIREMENT COMMUNITIES INC	1625 3RD AVE W	Office Buildings-One Story (1555)	BR_T4-O	Administrative Offices for Westminster	URBAN-A,URBAN-C	1700; Office Buildings-One Story	Charitable Homes for Aged-SC Charitable Homes For Aged-CI Charitable Homes For Aged-CO	1,191,657.00	1,191,657.00	0.00	0.00	0.00
8	3340600158	PRESBYTERIAN RETIREMENT COMMUNITIES INC	312 15TH STREET CT W	Convalescent Homes (1555)	BR_T4-O	The Towers	URBAN-C	7800; Sanitary, Convalescent Home	Part Exempt Homes for Aged-SC Part Exempt Homes for Aged-CI Part Exempt Homes for Aged-CO	15,581,000.00	10,206,088.00	5,374,912.00	99,275.70	95,304.67
			Totals						0.00	30,680,657.00	16,569,275.00	14,111,382.00	260,640.06	250,214.46

City of Bradenton
Planning Commission

My name is Marjorie Eagen. My husband (Michael) and I own a condo at River Oakes, 1600 1st Avenue West, we bought in 2013. We are from Michigan and consider our place in Florida our little piece of paradise! Six or seven years ago there was a movement to change the zoning to make room for development of structures over 3 stories high in the Point Pleasant area. There was a protest and we won. No structures over 3 stories allowed! A couple of years ago there was a movement to sell the block City Hall sits on. We attended those meetings under the impression we had a say as to what type/style those new buildings would look like and to give input on what we thought about the plan to sell and redevelop! What a joke that was! Once the property was sold the developer makes that decision! We are so unhappy with the future plans on that property. Our little piece of paradise is going in the wrong direction!

Every year we have been here the traffic gets worse and worse! In our opinion the infrastructure cannot sustain the development the city wants to do. It barely sustains it now, not to mention the times raw sewage has leaked into our beautiful Manatee River. Westminister wants to change the existing Zoning and Comprehensive Plan for new development! Westminister's idea that "existing city water and sewer lines serve the subject property " is ridiculous!

Now Westminster's applications for both the rezoning application and their application to change the Comprehensive Plan where they are also asking that they'll be designated an Urban Central Business District is at the forefront! We oppose this request!

We are unable to attend the meeting on the 21st but we are very concerned residents who care about our Point Pleasant neighborhood and downtown area!

Thank you,
Marjorie and Michael Eagen
1600 1st Avenue West
308A
Bradenton, Fl

From: Roberta Bass <bertiebass3@gmail.com>
Subject: Zoning and Comprehensive Plan changes for the Point Pleasant Neighborhood (proposed by Westminster)
Date: January 11, 2025 at 8:21:13 PM EST
To: robin.singer@cityofbradenton.com

Dear Ms Singer,

I am unable to attend the Bradenton Planning Meeting being held on 1/15/2025, as i am currently in Maine helping my son.

i am sending this email as i am OPPOSED to any zoning and comprehensive plan changes to the Point Pleasant Neighbohood being proposed by Westminsither. I live at River Oaks Condo's which was built in 1973, Point Pleasant is currently a beautiful and architecturally diverse neighborhood with many historic homes. Please leave it in peace and intact!!!! Currently, i already stare out my window to two high-rise Westminster buildings. It would be horrific to have more of these in such a peaceful, beautiful and homey nieghborhood. Enough is enough! And the additional traffic caused by even more population density in this small neighborhood is just not feasible.

Thank you for your time and energy, roberta bass (Point Pleasant resident)



MANASOTA — 88

A Project for Environmental Quality 1968 - 2088

Mayor Gene Brown
City of Bradenton, Florida
101 Old Main St.
34205-7865
February 2, 2025

Re: Presbyterian Retirement Communities, Inc., Ordinance 4035 - Case CP.24.0363, Ordinance 4036 – Case CP 24.0364 & Ordinance 4037 - Case LU.24.0361

Dear Mayor Brown & Council:

ManaSota-88, Inc strongly opposes Ordinance No. 4035, 4036 & 4037, if approved, the proposed ordinances will cause delays in hurricane evacuation, incompatibility of building types with surrounding neighborhoods, degradation of water quality and natural resource impacts throughout the City of Bradenton.

ManaSota-88, Inc. (hereinafter, "ManaSota-88") is a public interest conservation and environmental protection organization, which is a Florida not-for-profit corporation and a citizen of the State of Florida. The corporate purposes of ManaSota-88 include the protection and preservation of water quality and wildlife habitat in Manatee and Sarasota Counties, and the protection of public health and safety of residents of Manatee and Sarasota Counties. Objecting to Ordinance 4035, 4036 and 4037 falls within ManaSota-88's general scope of interest and activity.

A number of ManaSota-88's members own real property and reside in Manatee County, the City of Bradenton, Holmes Beach, Bradenton Beach, and Anna Marie and will be substantially adversely affected if the Bradenton City Council approves the proposed ordinance.

A vote to approve will place existing and future residents at needless risk from the effects of a catastrophic storm.

The text amendments to the Comprehensive Plan are directly related to the regulation of properties within the Coastal High Hazard Area (CHHA) and will allow for the increase in density in the CHHA.

Ordinance 4035 will be applicable to the entire City, the proposed amendments will impact over 4,000 parcels within the city, representing approximately 28% of the city's total land area.

ManaSota-88 recommends ***denial*** of Ordinance 4035, 4036 & 4037 for the following reasons:

ManaSota-88
www.manasota88.org
P.O. Box 1728, Nokomis, FL 34274
email contact: manasota88@comcast.net
(941) 966-6256

Reduction in Clearance Times for Hurricane Evacuation

The hazard of storm surges is significant given that the Presbyterian Retirement Communities property would be completely inundated in significant storm event such as a hurricane. A Category 1 hurricane would require the complete evacuation of the Presbyterian Retirement Communities property. Storm surge is the most dangerous hazard from a hurricane. A Category 5 hurricane could produce an eighteen-foot storm surge. The City of Bradenton has the responsibility for the safe evacuation of, not only its residents and property owners, but others as well.

Bradenton is venerable not only to storm surge flooding but also to the wind effects of a hurricane. Manatee County, including the City of Bradenton, is in one of the greatest areas of high-speed wind hazard in the entire United States.

Hurricane evacuation clearance times for Longboat Key, Anna Maria and Perico are among the highest for any area of Florida and the coastal United States. The impact of additional development in the City of Bradenton is significant considering the already congested state of the existing hurricane evacuation route.

State Road 64 (Manatee Avenue) from Palma Sola Boulevard to the Bradenton City Limit has traffic flows designated the worst possible level of traffic congestion. Manatee Avenue is the hurricane evacuation route for Anna Marie Island, City of Holmes Beach, Bradenton Beach and Longboat Key. The present level of service for this road is inadequate to ensure safe hurricane evacuation. Additional increases in density in the City of Bradenton will only place more residents at additional risks.

State Road 64 is a major hurricane evacuation route in Manatee County. Based on the elevations of State Road 64, the road is likely to be underwater and unusable in Category 2 hurricane or higher, thus preventing evacuation. The intersection of I-75 and State Road 64 will likely become bottlenecked in the event of a major hurricane evacuation event.

Bradenton currently lacks sufficient hurricane shelter capacity to accommodate persons evacuating a Category 3, 4 or 5 hurricanes. Ordinance 4035 should be denied based on the current deficiency of hurricane shelters.

Wildlife Habitat and Vegetation Impacts

The direct, secondary and cumulative impacts of the proposed Ordinances fail to conserve, protect wildlife habitat, or protect native vegetative communities. There will likely be adverse impacts on endangered and threatened wildlife, and environmentally sensitive lands. Ordinance 4035 will relate to the entire City of Bradenton, not just the Presbyterian Retirement Communities, Inc., property.

Degradation of Water Quality

Pollution associated with increased traffic and run-off from an increase in development in the CHHA will likely increase over time and will likely be much greater than permitted for the ambient background non-degradation standards.

The direct, secondary and cumulative impacts of Ordinance 4035 will likely result in unpermittable adverse impacts, which may violate water quality standards. Reasonable assurances have not been provided that the proposed changes would not adversely affect the conservation of fish and wildlife, including endangered or threatened species or their habitats.

Degradation of the Level of Service of Roads

The proposed Ordinances will likely increase traffic congestion on State Road 64. There are existing problems regarding adequate traffic flow on State Road 64 on a day-to-day basis. The level of service of State Road 64 will continue to deteriorate; with additional road segments failing. Traffic congestion has adverse impacts upon neighborhoods, property values, safety, business, and the environment.

Neighborhood Incompatibility

High-rise development by Presbyterian Retirement Communities, is not compatible with the present building types and residential densities. The planned construction will be grossly out of place and will be an eyesore.

Fire Department Objections

According to the staff report for Ordinance 4036:

The Fire Marshal has commented that large-scale projects can no longer simply use a fire pump to account for supply concerns, and that water supply, access, and future equipment needs will need to be evaluated for this project and its location.

Deficiencies in infrastructure and public services exist in Bradenton and will only be compounded if the proposed Ordinances are adopted.

Public Interest not met for Ordinance 4037

3.1.5.4 Public interest. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Ordinance 4037 should be denied as the changes proposed in Ordinance 4035 are not in the publics interests due to delays in hurricane evacuation, incompatibility of building

types with surrounding neighborhoods, degradation of water quality and natural resource impacts.

ManaSota-88 specifically opposes the changes being proposed to the following Objectives and Policies for reasons mentioned above:

- Objective 1.5.2 Hurricane Evacuation Zone
- Objective 5.3 Coastal Area Development
- Policy 5.3.1 Coastal High Hazard Area, Policy 5.3.1.1, Policy 5.3.1.2
- Policy 5.3.2 Conservation Zone
- Policy 6.2.1 Coastal Density and Intensity
- Policy 6.2.5 Priority Hurricane Evacuation Zones

Sincerely,

Glenn Compton

Chairman, ManaSota-88, Inc.

May 10, 2024

To: Bradenton Planning & Community Development
101 12th St W
Bradenton, FL 34205

Re: Case # LU.24.0361 - ORD 4037
Westminster Retirement Communities

My wife, Jaymie and I live at 1618 1st. Ave W. in the Point Pleasant neighborhood. Our single-story home is directly across the street from the subject site. We have received the public notice, the applications, the staff reports and discussed the application with the applicant. Our primary objections to the rezone application are:

1. **Increase in density** – Current zoning allows 15 units per acre. Proposed zoning allows 40 units per acre, this is a 266% increase. The applicants concept plan shows 165 units on the western tip on 2.63 acres or 62 units per acre. It appears the applicant intends on unifying all of their parcels in order to transfer density to the west end.

2. **Increase in height** – Current zoning allows a maximum of 6 stores. Proposed zoning allows a maximum of 12 stories, double what is currently allowed.

3. **Building locations** – Form based code setbacks are front yard o-ft. Min. And 8-ft. Max. This would allow a 12-story building with 0-ft. Set back on 1st. Av. Form based code T5 states "building placement: shallow setbacks or none, building oriented to street defining a street wall" this "street wall" would face the 1 and 2 story residential buildings on the north side of 1st Ave W.

4. **Compatibility** – The Point Pleasant neighborhood directly across the street is a designated "neighborhood conversation district" established to "protect and preserve the character of the point pleasant neighborhood". Doubling the height and increasing density by 266% across the street will severely impact the goals of the conservation district.

5. **Access Control** – The requested rezone does not address access points, parking and delivery locations. This is especially important during construction. The applicant stated that construction would occur over a 5-to-10-year period. The only current access to the western end of the site is 1st Ave. The construction phase would create thousands of trucks and vehicle trips on 1st Ave.

6. **Site Plan Control** – The rezone is not site plan specific. A straight rezone would not provide for any control of building placement, setbacks, buffers, height or density locations. The applicant's narrative and concept plan are non-binding. If approved the applicant could do anything allowed under the T5 zoning category.

Please consider the impacts to the point pleasant neighborhood and recommend denial to the City Council.

Sincerely,

Mike & Jaymie Carter

From:	Deborah Schreiber
To:	Robin D. Singer; docksidejd@bellsouth.net; Mike Carter
Cc:	Greg DeLong; Rob Perry; Jaymie Carter (JaymieCarter@michaelsaunders.com); abrown@mywrc.org
Subject:	[EXTERNAL] Re: Westminster petitions
Date:	Friday, May 10, 2024 3:13:52 PM

[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.

Thank you for the heads up. Some of us will try to get the word out about yet another cancellation.

Response and Objection to Staff Report
Re: Change in Zoning from T4-0 & T-4R to T-5

Case Number: LU.24.0361 – ORD 4037

The map submitted with the Staff Report shows that my home, the Shumaker's home, the Alvis home, the Park's home and the Unitarian Church are all adjacent to the propose zoning change. If Westminster is allowed to move ahead with their planned development, we will have buildings of anywhere from 7 -11 stories next door to our homes.

Parcel ID 3346800000 is next to the Park's home, Parcel ID 3347200002

Parcel ID 3352500109 is next to my home, Parcel ID 3352700003, the Alvis home, Parcel ID 3354000006 and the Shumaker home, Parcel ID3353600004.

Parcel ID 3339000006 is next to the Unitarian Church, Parcel ID 3339700001

The Staff report is misleading regarding the current zoning status and the extraordinary quality of our neighborhood.

With the exception of the condominium buildings on our NE edge and excluding the empty lots owned by Westminster, all the Parcels that are zoned T4-0 have beautifully and lovingly maintained single- family homes. The Staff argues that the T4-O zoning differs very little from the T-5 zoning. The warped logic is so what does it matter if Westminster gets to change that zoning, because at present any of us in the T4-O zoned homes could turn our home into a café, office building or restaurant. That we could, does not equate as we will. But that is what Westminster plans.

The huge problem, as demonstrated above, is all of Westminster's buildings, if you allow them to do so, will loom over our homes, blocking sunlight, arrest circulation, diminish property values and destroy the unique qualities that make Point Pleasant a complimentary extension of the Riverwalk and one of the most popular walking neighborhoods in the city. The Point Pleasant Neighborhood Conservation District was created to protect this unique place.

The rezoning of Westminster's empty lots in our neighborhood is most certainly NOT "a continuation of the existing T-5 zoning to our east and south. The T-5 zoned buildings to our east are on the opposite side of the street, 15th Street, and all are one-story businesses with the exception of the condominiums that face Bacarrota. That you use these as s a reason why everything on the west side of 15th Street should be open game for Westminster is insulting. The T-5 zoning to our south is on the opposite side of Manatee and is across the street from Westminster's The Towers. Certainly not close enough to use as a reason to give Westminster further claim to our neighborhood. In fact, maybe Westminster should buy that land and build in that direction and leave us alone.

You need to pay attention to all their future plans, Phases 1-5 where they will have forced out all the single-family homeowners, laid claim to all the streets and then privatize them as they did with one part of 3rd Ave near The Shores.

We will not go away quietly. This is not the first rodeo for most of us.

On Friday, May 10, 2024 at 01:56:44 PM EDT, Mike Carter <mike@mcconst.com> wrote:

> Good afternoon Robin
>
> Thank you for the notice. we will wait to hear of any further development.
>
> I have attached a letter that I was preparing to send to the PC members. It does not address every possible concern but speaks to the areas of most concern. I would appreciate your "fact checking" to make sure I have not stated anything incorrectly.
>
> Thanks,
>
> Mike Carter
>
> Mike Carter Construction, Inc.
>
> 435 12th St W
>
> Bradenton, FL 34205
>
> ---
>
> **From:** Robin D. Singer <Robin.Singer@bradentonFL.gov>
> **Sent:** Friday, May 10, 2024 11:55 AM
> **To:** Mike Carter <Mike@mcconst.com>; animallawyer@verizon.net; docksidejd@bellsouth.net
> **Cc:** Greg DeLong <Greg.Delong@bradentonfl.gov>; Rob Perry <Rob.Perry@BradentonFL.gov>

Subject: Westminster petitions

Mr. Carter, Ms. Schreiber and Ms. Mathias,

I am writing to you because you have expressed an interest in the pending petitions for the Westminster project. After consideration of the petition and input from the City Attorney, we are pulling those three petitions from the Planning Commission agenda on May 15, 2024. The reason for the delay in the hearing is that we need additional legal review prior to the hearing. We want to make sure we are proceeding with the best information possible before the public hearing.

We will be sending out a letter to all recipients of previous notification letters but it is unlikely to reach everyone prior to the meeting. We will re-notice the petitions prior to the hearing date for the Planning Commission in the future. Any written comments received will be included in the package materials for review when the project moves forward.

Robin D. Singer

Planning and Community Development Director

City of Bradenton, Florida

(941) 932-9408

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

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

From: Robin D. Singer
To: Ginger Smith
Cc: Jamie Schindewolf; Greg DeLong
Subject: RE: [EXTERNAL] Application from Presbyterian Retirement Community
Date: Friday, May 31, 2024 8:24:28 AM

Ms. Smith,

Thank you for your input. We will include it in the package materials for the Planning Commission and City Council.

Robin D. Singer
Planning and Community Development Director
City of Bradenton, Florida
(941) 932-9408

From: Ginger Smith <ginger397@msn.com>
Sent: Thursday, May 30, 2024 7:42 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>
Subject: [EXTERNAL] Application from Presbyterian Retirement Community

You don't often get email from ginger397@msn.com. Learn why this is important

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

I am currently a Resident of Westminster Point Pleasant and I have looked at the application that was submitted by Stantec for a change in the Future Land Use plan. I wish to express my dismay at that which is presented under the application "Future Land Use amendment application. It states that "before a Category 1 storm, this community evacuates residents to other Westminster facilities. For that reason, residents of Westminster will not impact existing public shelter space and will not occupy the roads during a 12 hour evacuation for a category 5 storm."
I have lived in Westminster for 11+ years and the only people that Westminster does evacuate are those that reside in Assisted Living or the Health Center. As an independent resident I am required to make my own arrangements, to either re-locate or go to a shelter. Therefore, there will be more residents in need of shelter and or will be on the road during an evacuation.
Changing the zoning to allow buildings over the current zoning will have a large impact on the Point Pleasant area and the areas surrounding .
I am asking that the proposal to change the zoning be denied.
Regina Smith

941-932-6708
222 12th St W
Bradenton FL 34205

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From: Marianne Barnebey
To: ddye1223456@gmail.com
Cc: Robin D. Singer; Greg DeLong
Subject: FW: [EXTERNAL] Westminster Community
Date: Wednesday, January 22, 2025 8:09:40 AM

Good morning - Thank you for your email.

This is considered a quasi-judicial matter coming before the Council. As such I am prohibited from discussing this outside of the noticed public City Council meeting for this matter.

I am forwarding it to our planning department to have it included in the public record for the project.

Marianne Barnebey
Bradenton City Council – Ward 2

-----Original Message-----
From: Debbie Gmail <ddye123456@gmail.com>
Sent: Monday, January 20, 2025 3:56 PM
To: Marianne Barnebey <Marianne.Barnebey@bradentonFL.gov>
Subject: [EXTERNAL] Westminster Community

[You don't often get email from ddye123456@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Hi Marianne,
Joe and I had deposits at Westminster. We liked the new community design. I have kept mine as it has the best nursing facility and care in the area. When he was at Mayo they also suggested it as top rated for our area.

The new plans are amazing and will add so much to downtown. I believe they are adding community rooms and auditorium.
My concern as many of old Bradenton is going to LWR and south to Sarasota because their facilities are new and up to date and that would be a shame.
My Grandmother lived there in the 80's and loved it. My other grandparents lived on Point Pleasant so I have always kept an eye on the area as it did become blighted and we don'[t want that to happen again.

The owners of Westminster are planning to invest a huge amount to our area and update/add new buildings which it definitely needs, especially for hurricane improvements. This update and new addition is a huge plus to the other plans coming into the downtown area.

I hope you will support their plans as we can make the downtown stronger and something we can be proud of.
Thanks. Debbie Gigliotti

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Carol Lee Gilbert, 222 12th Street West (#102), Bradenton, FL 34205

Mayor Gene Brown & Members of City Council January 24, 2025

101 12th Street West, Bradenton FL 34205

Dear Mayor Brown & Members of the City Council:

As a 10-year Resident of OUR City, I join you daily in making this the best city in Manatee County & The State of Florida. In this regard, I am writing to request your support to act appropriately and positively on The Westminster Communities of Florida action for "Corrected/Re-ZONING" of its property Westminster Bradenton/Point Pleasant located just around the corner from City Hall. Looking at City records, I would think that the current zoning must have been an error or oversight when the update/newly zoning of Downtown was effected a few years ago. The zone does not reflect nor accurately categorize the property.

This Westminster Community is my home which I share with another 350-400 valuable Bradenton/Manatee County citizens and YOUR Supporters. I love "Old Bradenton" and frequent regularly our Downtown businesses to ensure they thrive and maintain operational success, ie. Saturday Farmer's Market, Orange Blossom Coffee Café, O'Brick's, Fav's, Robin's, Pier-22, Mattison's, The Bishop, Manatee Hospital, etc.

As a retired Federal Manager (U.S. Department of Justice, D.C.), I carefully selected my retirement locale and have enjoyed life for 32 years in Florida since 1993. Here, I am a responsible citizen and contributor like The Mayor & Council. I am a VOTER, participating in elections—YOU relied on me to vote for you and bring you into office. I give back—as a volunteer, spend money and pay taxes, support our local charities, and contribute to other community involvements.

I hope you will make things right: Please, please support the amendment which you will consider February 12. A positive vote and corrective action will have significant impact and benefit many City Residents, Company Employees, Vendors, Contractors and our overall City of Bradenton Community.

Most Respectfully, Carol Lee Gilbert

Carol Lee Gilbert

January 24, 2025

Dear Members of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would bring our zoning designation to align with the neighborhood.

My name is Mary Ann Murphy and I have lived at this address for 8+ years, in Manatee County for 21 years, with family connections to Bradenton for 40 years. During these time periods I have totally supported grocers, restaurants, plumbers, electricians, medical services, etc. I am the spouse of a career USAF member and Civilian honoring 32 years of service to United States Air Defense operations.

I urge the City Council to support the amendment that will be presented on February 12. This change will benefit residents, staff, team members and supporters of Westminster Bradenton.

Thank you for your consideration to our prospective of the amendment.

Sincerely,

Mary Ann Murphy

Mary Ann Murphy, Westminster Bradenton Towers #524

1533 4th Ave W, Bradenton, Fl 34205

1085

January 25, 2025

Monica S. Reiley
1533 4th Avenue W, Apt 716
Bradenton, Fl 34205

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL. 34205

Dear Mayor Brown,

I support Westminster Bradenton and its proposed amendment to the zoning law that would allow for increased building density. This would require Westminster property to be assigned from T4 to T5 zoning.

Since 2016, I have voted in local elections, supported local businesses, volunteered, and paid taxes; therefore, the above zoning should be amended to enhance the community.

I respectfully urge the City Council to support the rezoning amendment that will be presented at the meeting on February 12, 2025. This change will benefit the many residents, team members, and supporters of Westminster Bradenton. It will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Monica S Reiley
A resident of Westminster Bradenton

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

Copied: CC's Council

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 26, 2025

Esteemed Members of the Bradenton City Council,

I am writing to support Westminster Bradenton's proposed amendment to the Zoning Laws that would allow for increased building density.

My name is Elizabeth M. Clough, and along with more than 400 other people, Westminster Bradenton is my chosen final retirement home. To live in this excellent Continuing Care Community in the heart of Bradenton is a blessing. There is great security knowing that if I am no longer able to live in my own independent apartment, I am guaranteed availability of higher levels of care from assisted living, to memory care, or skilled nursing care.

My husband is a retired US Navy Chaplain. After the frequent moves required by his 23 years of active military service, we looked forward to the stability of retirement in one place. We bought a home in Manatee County where we lived for 15 years. However, desiring to free our sons and their families from concerns for providing for our care as we aged, we searched for a Continuing Care Retirement Community in this same area.

For the past 10 years, we have been active citizens of the city of Bradenton, living at Westminster Point Pleasant. We chose here partially because of the ability to continue our relationship with our faith family at Peace Presbyterian Church. Westminster's policy of offering clergy and military veterans discounts on their entry fees made it affordable for us to have the guarantee of a forever home, even if we outlive our resources, and the assurance of the availability of increasing levels of care as our needs change.

During this past season, our 50-year-old Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Helene and Milton from which we are still trying to recover. If the 15-foot storm surge which had been predicted for a Bradenton landfall, had occurred, we would not have had a home to which we could return. Under the current Zoning Code, allowing only 15 people per acre, Westminster Bradenton would be prohibited from rebuilding to capacity to allow most Point Pleasant residents to come back to their homes.

Please vote for the amendment to increase building density to 34 persons per acre, the zone density appropriate for a full-service retirement facility in a city.

Sincerely,
Elizabeth M. Clough
Elizabeth M. Clough
1700 3rd Ave W #120
Bradenton, FL 34205

cc: City Council

Gene Brown
Mayor
JAN 30 2025
RECEIVED
City of Bradenton, Florida

City Council of Bradenton

Gene Brown Mayor of Bradenton

101 12 th St. W. Bradenton, FL 34205

January 27 2025

Dear Members of the Bradenton City Council,

My name is Gertrud Clarke. I worked for GSK for many years and then worked for Cole Parmer Instrument Co as technical support, before retiring in Palmetto, FL in 2007. My family still resides in Palmetto. I volunteered at Manatee Memorial Hospital at the reception desk for over 8 years and know that Westminster is their preferred rehab facility.

I call Westminster Point Pleasant my home for the past 8 years and I am one of more than 400 individuals residing on this 11 acre property. I am shocked to learn that our property was rezoned as residential T4 with a density of 15 people/units per acre, without it being grandfathered in. I hope this was an oversight. Our buildings standing on 11 acres have a density of 36 people per acre. If one of our buildings on our campus was to burn down to the ground or suffers catastrophic damage, we would not be able to rebuild it, with the current zoning law, and that would leave us with nowhere to go. Many of us invested our fortune in this residence, live on fixed incomes and call it our forever home. As a Community we pay currently $510,802 in annual property taxes.

I strongly support Westminster Bradenton Communities and the proposed amendment to the zoning-laws that would allow for increased building density. For eight years I have been an active member of this City, supporting local businesses, voting in local elections, volunteering and paying taxes.

I respectfully urge the City Council members to support the amendment that will be presented at the February 12 meeting. This change will not only benefit our many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for taking our perspective into consideration.

Sincerely,

Gertrud E. Clarke,

Gertrud E Clarke

Loyola University of Chicago, International Business Major

1700 Third Ave. W. Unit 716, Bradenton, Florida 34205

cc: City Clerk & Council

Mayor Gene Brown and City Council Members
101 Old Main Street
Bradenton, Florida 34205

Eileen Peacock Dunkle
1533 4th Ave West, apt 510
Bradenton, Florida 34205
January 27, 2025

Dear Mayor Brown and City Council Members,

Except for the two short stints in the 1960s as a Navy wife, it took me 75 years to move to my grandmother's home state. My husband and I followed sons who had come to Bradenton 14 years prior. We chose the convenience of moving directly to a senior living facility rather than a single-family home. Someday, I expect the sons will want to live as we do.

The economy in recent years demands a community such as our Westminster one to grow a bit to survive. Please look at the size of the Erickson Living Community to be built in Lakewood Ranch. While we do not want to become a massive facility like theirs with thousands of residents, we do need to expand. We have the land to do so.

Thanks to the weather, we also need construction of buildings better suited to that weather. We must build. Under the city's zoning laws years ago when our current Shores and Towers were built, we would be able to do so. Yet today, we are not as the city has caved to a handful of residents who resent our very presence.

While we who currently live here made sacrifices in our housing in order to enjoy our location, younger people demand amenities in housing that exceed what our current buildings can provide. It is for them we come to you as the likelihood of those of us currently living here will never enjoy new construction.

This is our home. The majority of us either grew up in Bradenton or had lived here for years here before moving to Westminster. We live and shop locally. Unlike the vast majority of senior living communities, we enjoy the freedom of our downtown. We do not want to live in isolation as so many senior communities do. We are contributing members of this city as we pay our taxes and vote in our elections. The city not only benefits from the very presence of our residents, the city benefits from those who work in our community. Please do not take it away from us and them as well as future residents. I, with my husband, ask you to support the amendment to be presented on the 12th of February. Without this change, not only is our living here endangered so is the employment of our supporting team members, who number in the hundreds.

Respectfully,

Eileen Peacock Dunkle and Roy Douglas Dunkle

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Karen Taylor
Resident of Westminster Bradenton
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copied: Council, Cityclerk

1090

Gene Brown
Mayor

JAN 30 2025

RECEIVED
City of Bradenton, Florida

January 27, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St
Bradenton, Florida 34205

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendments to the zoning laws that would allow for increased building density and height.

My name is Kendall Taylor, and I am one of more than 400 individuals who call Westminster Bradenton home. I have lived in Florida for more than 50 years and of all the places I could have chosen to retire, Bradenton was my choice. Westminster Bradenton was a major reason for that choice. For seven years I have been an active resident of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

> I volunteered at Turning Points for a year, the Manatee Performing Arts center in Bradenton for four years, First United Methodist Church for five years, and the Realize Bradenton Street Market for five years.

I respectfully urge the City Council to approve the amendments that will be presented at the meeting on February 12. These changes will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our whole community.

Thank you for considering my perspective.

Sincerely,

Kendall Taylor

Kendall Taylor
Resident of Westminster Bradenton
President of the Resident Council
222 12th St W, Apt 212
Bradenton, Florida 34205

CC: Cramer, Kocher, Barnebey, Moore, Coachman

Copies: CC's Council

From: Tamara Melton
To: Greg DeLong
Subject: Fwd: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Tuesday, January 28, 2025 6:39:34 PM

Another one. Please disregard if Josh already sent the email to you.

Sent from my iPhone

Begin forwarded message:

> **From:** Josh Cramer <josh.cramer@bradentonfl.gov>
> **Date:** January 28, 2025 at 6:18:21 PM EST
> **To:** Corey Fortin <Corey.Fortin@bradentonfl.gov>, Tamara Melton <tamara.melton@bradentonfl.gov>
> **Subject: Fwd: [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws**
>
> FYI.
>
> Get Outlook for iOS
>
> ---
>
> **From:** sundoc@verizon.net <sundoc@verizon.net>
> **Sent:** Tuesday, January 28, 2025 5:58:19 PM
> **To:** Josh Cramer <Josh.Cramer@bradentonFL.gov>
> **Subject:** [EXTERNAL] Westminster Bradenton's request for a proposed amendment to the Zoning Laws
>
> You don't often get email from sundoc@verizon.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.
>
> Mr. Vice-Mayor
>
> Please support Westminster Bradenton’s request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.
>
> I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point

Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Peace,

William R. Clough

Resident, Westminster Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, Pirke Avot 2:21

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From: Lisa Moore
To: sundoc@verizon.net
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Bradenton"s request for a proposed amendment to the Zoning Laws
Date: Wednesday, January 29, 2025 6:42:32 AM

Hello Mr. Clough,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 6:05 PM, sundoc@verizon.net wrote:

> You don't often get email from sundoc@verizon.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.

Councilwoman Moore,

Please support Westminster Bradenton's request for a proposed amendment to the Zoning Laws that would allow for increased building density. That would allow for the healthy and proper operation of their properties in the Point Pleasant area. The amendment will correct a clerical error, which suddenly, and without discussion or opportunity for input or adjustment, changed our original zoning from T-5 to T-4.

I understand resistance to, what residents perceive to be an increase in density, but the Westminster buildings have been here for some 50 years, and leaving the restriction at 15 people per acre would not improve the Point Pleasant neighborhood, rather it would start a cycle of deterioration, with buildings either not being adequately rehabbed or sold creating more disruption and construction.

During this past season, the Shores building suffered significant damage from Tropical Storm Debby, and Hurricanes Ian, Helene, and Milton from which we are still trying to recover. If the current Zoning Code of 15 people per acre remains in effect, we would be prohibited from rebuilding properly and many Point Pleasant residents would be adversely effected.

Westminster strives to be a good neighbor and has pledged to self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new construction in the rezoned property. Since any new construction would have to be built to current hurricane standards that pledge seems reasonable for fiscal and quality of life reasons. We provide the City of Bradenton with $35 million dollars in revenue, pay some $14.7 million in wages to local workers, $510,802 annually in property taxes, and have budgeted $12 million for Capital expenses in FY 2026. The policy of providing reduced pricing to first responders, clergy, and military veterans assists public servants with an affordable option for retirement and continuing care. In addition, we provide thousands of volunteer hours for the benefit of the local community.

I'm a retired Naval officer who was born in Tarpon Springs. After 23 years of active military service, I returned to Florida establishing residency in Manatee County. My wife and I have lived here for 25 years. As a retired Pastor as well, I've been active in church and community the whole time. Ten years ago, we moved from out in the County to the city of Bradenton.

Please vote for the amendment to increase building density to, the zone density appropriate for a full-service retirement facility in a city.

Gratefully,
William R. Clough
Resident, Westminster, Point Pleasant

"It is not your responsibility to finish the work of perfecting the world, but you are not free to desist from it either." Rabbi Tarfon, *Pirke Avot 2:21*

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From: Lisa Moore
To: Fred Longhi
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Proposed Amendment to Zoning Laws
Date: Wednesday, January 29, 2025 6:39:50 AM

Hello Mr. Longhi,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 4:12 PM, Fred Longhi <rvlonghi@gmail.com> wrote:

> You don't often get email from rvlonghi@gmail.com. Learn why this is important

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

Dear Ms. Moore,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Fred Longhi and my wife and I are two of more than 400 residents who call Westminster Bradenton home. My wife and I have been tax paying and voting residents of Manatee County since beginning high school here in 1960. I am a retired US Army Officer, having served over 20 years of active duty. There are many such resident veterans on our Wall of Honor here in our Shores Building.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, over 300 team members (employees), and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Fred Longhi
LTC, US Army (retired)
Resident of Westminster Point Pleasant

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From: Lisa Moore
To: Bill Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed amendment to zoning laws
Date: Wednesday, January 29, 2025 2:43:15 PM

Hello Mr. Murphy,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:34 PM, Bill Murphy <billsara62@gmail.com> wrote:

You don't often get email from billsara62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Bill Murphy. My wife and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and members of a local church. I volunteer locally 300 hours a year in this greater community, and I am a tax paying citizen. I am a retired military veteran, and served in the US Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Bill Murphy
22212th St. West
Bradenton, FL 34205

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From: Lisa Moore
To: Sara Murphy
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Proposed Amendment to zoning laws
Date: Wednesday, January 29, 2025 6:40:12 AM

Hello Sara,

Thank your your email. Because this issue is quasi-judicial, I am not permitted to discuss it, but I am forwarding your email to staff to include in the agenda packet.

Lisa

On Jan 28, 2025, at 7:06 PM, Sara Murphy <sarabill62@gmail.com> wrote:

Some people who received this message don't often get email from sarabill62@gmail.com. Learn why this is important

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

Dear Mayor Gene Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Sara Murphy. My husband and I are very happy residents of Westminster Bradenton. Our home is The Courtyard on 12th Street, Bradenton.

Although I am a senior, I have been an active member of this city for the past 13 years, voting in local and national elections, supporting local businesses, and we are members of a local church. I volunteer locally 250 hours a year in this greater community, and I am a tax paying citizen. We were a military family and served in the United States Navy for 20 years.

Respectfully, I urge the City Council to support the amendment that will be presented at the meeting on February 12, 2025, regarding zoning in this area, specifically, including Westminster Bradenton by changing their zone from T4 to T5 in the new proposed plan.

This amendment will greatly benefit more than 400 residents at Westminster Bradenton, plus our team members and supporters of Westminster Bradenton. I believe this amendment will significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering my perspective.

Sincerely,

Sara Murphy
Resident of Westminster Bradenton
222 12th St. West
Bradenton, FL, 34205

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1100

3 February 2025

BRADENTON CITY COUNCIL
ATTN: Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

SUBJECT: Westminster Re-zoning Applications

We, the undersigned, are in favor of the Westminster applications to change the current density and building height zoning codes from T4 to T5.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough unit space in the greatly reduce size of the building, that resulted from imposing the current T4 zoning code instead of that used in the original zoning. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

We, the current residents of Westminster Point Pleasant are the FACES of Westminster. We employ 300 personnel, with annual salaries of $14.7 million, (many of whom are city citizens), we provide to Westminster over $35 million in revenue and pay over $510,000 in property taxes. Our residents also have completed over 11,000 hours of volunteer service to services organizations, churches, outreach facilities and medical organizations in the Bradenton area.

Again, we and the other 400 registered voters that live at Westminster request that you approve the three Westminster Point Pleasant zoning requests.

George M. & Annalisa Claxton
US Army (LTC ret)
1700 3rd Ave West, Bradenton, FL 34205

1101

Bradenton City Council
Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

We are in favor of the Westminster application to change the current density and building height zoning codes to put them more in line with the zoning codes that were in place when the campus was built in the 1960's-1970's, over 50 years ago. We support Westminster's application for two community-wide reasons and many individual reasons.

The first reason for restoring the zoning density units and building heights to the same requirements as those that existed when the buildings on campus were built, would allow both our current residents and future residents to experience the quality of life in this excellent continuous care retirement community that offers active independent living, as well as assisted living, memory care and nursing care here in Bradenton- "The Friendly City." Westminster Point Pleasant is an affordable not-for-profit campus that hosts many local Bradenton/Sarasota residents who have already lived in the area for many years. This campus allows them to stay connected to local families, friends, churches and organizations. As you can well imagine, moving from the home that you lived in for years to a retirement community is very stressful, but if you can continue to keep your community ties, it becomes less so. Thus, location is a primary draw for many people to come to Westminster Point Pleasant, along with their policy to offer first responders, clergy and military veterans reduced pricing that provides these public servants an affordable continuity of care from active living to nursing home. Not allowing Westminster to operate with the original density building codes puts all of this in jeopardy.

The second major reason primarily affects us, the current residents. We acknowledge that most of us will not be here in 20-25 years when the new Point Pleasant buildings will be built. Our concern is what if something would happen now – a weather disaster or fire that would destroy one of our current campus buildings to the extent it could not be repaired but would have to be rebuilt. The current code does not allow the required density for a rebuild. Residents that would have to be relocated to other Westminster campuses during a rebuild, would be in jeopardy of not being able to return to Point Pleasant because there would not be enough space in the greatly reduce size of the building, that resulted from imposing the current code instead of that used in the original building. Approving Westminster's application requesting rezoning would resolve this issue and permit all residents to eventually return to the Point Pleasant campus, which was where they chose to live. Furthermore, although the T5 zoning that exists in the areas adjacent to the current T4 zone permits significantly higher buildings, Westminster has stated they would self-impose a density of 34 units and a building height of 6 floors for any rebuilding or new facilities in the rezoned property. Rezoning to T5 would not only restore the previous zone requirements to the Point Pleasant campus, it is also the only logical zone density that makes sense for a full service retirement community located in a city.

Again, we and the other 400 current residents request that you approve the three Westminster Point Pleasant zoning requests.

P.S. Please, could you be considerate of our care and needs in our latter years. We can't see how more Seniors would affect the density, when most of us are using a walker or wheelchair!

Thank You,

Frederick H. Cornell

Maria G. Cornell

S-602

Frederick H. Cornell

Maria G Cornell

Carl Blesch
1700 3rd Ave W Apt 920
Bradenton, FL 34205

January 29, 2025

Mayor Gene Brown
101 Old Main Street
Bradenton, FL 34205

Dear Mr. Brown:

I am a resident of the Westminster Bradenton continuing care retirement community, and I am writing to support an issue that is important to me and more than 400 of my fellow residents: properly zoning our Point Pleasant campus to accurately reflect the density that has existed here for more than 50 years.

I was surprised to learn from our management that a decade or so ago, a change was made that caused our campus to be zoned to a residential standard that allows considerably less density than applied when our buildings were first built. It is essential that the zoning standards accurately reflect what exists today, so we can improve our current facilities and add facilities that make our campus more safe, attractive and desirable for current and future residents.

My major concern is how the residential zoning currently assigned to us could make it impossible to replace our independent living units should a fire, weather event or other catastrophe cause damage that could not be economically repaired. Replacement buildings conforming to current residential zoning would not accommodate our population, thereby breaking existing relationships as Westminster relocated us to other campuses around the state.

Also, the age of our facilities means they don't have the kind of amenities that newer residents like me expect in a continuing care retirement community: spacious apartments, contemporary dining offerings and a greater variety of recreational and entertainment facilities. Management is planning for such amenities in future construction, but these are non-starters if we lack proper zoning.

I became a resident here seven years ago and have found the Westminster campus and the greater Bradenton community a welcoming place to live as a younger senior – I'm now in my early 70s. I look forward to Westminster providing a safe, secure and caring environment for me here in Bradenton as I age into my 80s and 90s. The City Council's rectifying our zoning situation will be a welcome step to help Westminster deliver on this promise.

Sincerely,

Carl Blesch

Gene Brown
Mayor

FEB 05 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

January 31, 2025

Dear Mayor Brown,

I want to voice my support for the proposed amendment to the zoning laws that will allow for increased building density at Westminster Bradenton.

My name is Constance Hill and I have lived at Westminster Bradenton for the past six years. My husband and I are originally from Tennessee. We had been looking for many years for a place to retire and had come to the decision that a continuing care community might be best for us. We looked in various cities and towns in Tennessee, Virginia and Texas and were making plans to visit Arizona when we found Bradenton through a Westminster Bradenton marketing advertisement. Once we saw the Westminster Point Pleasant independent living residences on Wares Creek (the Towers and the Shores), walked around the Point Pleasant neighborhood behind the Shores, and toured the Bradenton downtown, marina and Riverwalk areas, we knew we had found our retirement home.

We have made Bradenton our home and have supported local downtown businesses as well as other city and county businesses, have volunteered not only within our Westminster community but also in the Bradenton community, have voted on a regular basis (taking the time and making the effort to obtain as much information about the individuals running for various offices), and pay our fair share of taxes. Our Westminster Team Members, many of whom live as well as work in this area and send their children to school here as well as seeking further education for themselves, local vendors, contractors, repairmen, etc. also help support the local economy.

I understand that the initial zoning of Westminster, which allowed for the current multi-story buildings and appropriate density, was changed at some point to the current zoning which is more restrictive. No one I have spoken with can tell me why that change was made. Our buildings are getting older and new plans are being considered to meet the needs of a new generation of retirees seeking care in their senior years. This type of community provides an invaluable service for several hundred residents as well as providing employment for over 1000 people and needs to be able to grow in order to continue providing the services and employment that benefits so many and benefits Bradenton and Manatee County in so many ways. I believe Westminster can continue to be so in the future with upgraded and new buildings and encourage City Council to amend the zoning laws to allow for increased density.

Thank you,
Constance J. Hill
Resident of Westminster Bradenton
1700 3rd Ave W
Apt. 102
Bradenton, FL 34205

Constance J. Hill

1700 3rd Ave., W., Apt. 819
Bradenton, FL 34205
January 28, 2025

Mayor Gene Brown
and all Council Members
Bradenton City Council
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown and all Council Members:

My name is Margaret Daniel and I have lived at Westminster Point Pleasant Shores since 2014. My husband and I had at that time been on a wait list for Sunnyside CCRC in Sarasota when we had an opportunity to visit Westminster PP and loved the area due to its location to downtown with the library so close and so many other things within walking distance. I am sorry to hear that somewhere in the past the zoning density for Westminster was changed to a T4-O rather than T-5. My husband passed away three yrs. ago and I am still in independent living here as I love it.

I volunteer here as Floor Rep, have participated in reading of books for a 2nd grade class at Samoset Elementary, I'm a pen pal for a 3rd grader at Ballard Elementary School and volunteer at Bible Baptist Church in Bradenton helping during VBS, Joseph's Pantry and in the Nursery there. Also I have volunteered in the office at Realize Bradenton and helped to pick up trash along the road and Wares Creek.

We had moved to the Sarasota area in 1970 and at one time, I even worked at Mann and Fay, Attorneys here in downtown Bradenton. Eventually, I went to work in Sarasota as it was closer to where I lived at the time for Ferrell, Ferrell and Yetter, Attorneys. I finally was able to get a job with the Sarasota County School Board where I worked until I retired. During my working years, I also went back to school and obtained my Bachelor's Degree in Information Management with the University of South Florida transferring from Manatee Community College prior to that.

I was surprised to hear that at the last City Council meeting that some of the neighbors don't like us. I have walked through the neighborhood, spoke to people here and there and have never noticed any animosity towards us. This community provides a service that is needed as we all age. Even some of them may at some time need the type of help that is provided here. Westminster has to be able to maintain and upgrade these facilities as needed in the future.

Sincerely,

Margaret Daniel

Margaret Daniel
Resident of Westminster Bradenton

Mayor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Gary Hill and I am one off more than 400 individuals who call Westminster Bradenton home. For six years I have been an active member of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran who served in our military for nine years and I am also a United Methodist minister who cares a great deal about this community. It is extremely distressing to me that the neighborhood I enjoy walking, saying hello to the people I meet, appeared so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

Westminster is a good neighbor in this city, employing 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I respectfully urge the City Council to support thee amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Gary Hill, D.Min.
Resident of Westminster Bradenton

Maor Gene Brown
Bradenton City Hall
101 Old Main Street
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

Dear Mayor Brown,

I am writing in support of the rezoning of the Westminster Point Pleasant properties to that which reflects the buildings that are currently in use. I am a resident of the Shores, which has been in this community since the 1970's.

I would like to suggest that rezoning the property will benefit you and the rest of this community. Everyone gets older or dies and there may come a day when you are seeking a place where you no longer have to mow your grass or repair your home. Or tomorrow you could be in an accident and need a place to rehab. Westminster is a premier place for people in this community when they need it.

You may be aware that it is hard to find a quality nursing home and this is going to become even more difficult as the population ages. We came to Westminster almost six years ago because my husband fell and broke his hip in downtown Bradenton. We looked at the places for rehab and Westminster had the highest--a 5-star rating. He was treated so well we decided to move to the Shores and make this our permanent home. He is now a permanent resident in the nursing home and we feel fortunate that he can be in such an excellent facility.

The residents here are active as long as they are physically able. We pay taxes, vote, and volunteer because this is our home for the rest of our lives. Our community includes retired educators, ministers, lawyers, business executives, realtors, and doctors, along with many others who have contributed to society for many years.

The buildings here are old and one day will need to be replaced. But if this rezoning does not occur, their replacements will not be able to house the current or future residents who would like to live in such a beautiful location and with the amenities offered to residents.

Please consider the long-term needs of this community and rezone this area so Westminster can continue to provide a wonderful place for residents to live. We all need a pleasant location to spend the rest of our lives.

Sincerely,

Betty L. Goerss

January 30, 2025

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

. Dear Bradenton City Council members.

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My names is James C. Dart, and I am one of more than 400 individuals who call Westminster Bradenton home. For almost 33 years I've been an active member in this area, supporting businesses, voting, volunteering, working and paying taxes.

I'm a veteran who served during the Vietnam conflict in late 60s.

I respectfully urge the City Counsil to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our great town

Sincerely,

James C. Dart...resident of Westminster Bradenton

222 12th street W. APT 201

Bradenton, Fl 34205

Proposed amendment on zoning laws

Dear member of the Bradenton City Council,

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Jan Dart and I have lived on Anna Maria island for 31 years before I moved to Westminster Bradenton. I was a teacher for the Manatee County schools for 20 years, most of those years in Bradenton.

Here are some of the reasons why I think this amendment needs to pass:

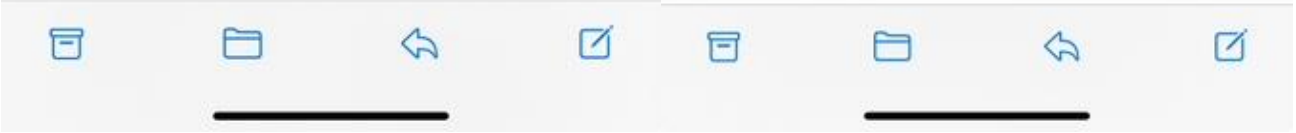
*Current zoning restrictions make it challenging to replace, repair or renovate for Westminster. We found out from the recent hurricanes that it is very possible to have irreparable damage and would have to rebuild. With the zone we live in now, we could not accommodate all Westminster residents who call Westminster their home. Plus population projections by 2030 for Florida's population over 65 at 25.5%.

*We are good neighbors and actively support the downtown area and frequently patronize local businesses, churches and organizations. Last year alone, Westminster residents logged approximately 1100 hours of volunteer service outside of Westminster. So we are very vital and active in the community.

*This amendment will ensure the continued vitality of Westminster Bradenton, supporting both the community and the city's economic and social fabric.

*Westminster Bradenton provides a wide range of essential services and support for the community, such as: independent living, assisted living, memory care, short-term rehabilitation, skilled nursing care, outpatient therapy, home care, pharmacy services and jobs for team members from the local community.

Therefore, I strongly urge the City Council to approve the amendment at your meeting on February 12th. This change will not only benefit the many who live, work and support Westminster Bradenton, but will also contribute to the overall growth and prosperity of our city.



Thank you for time and service as you decide your vote on such an important matter.

Sincerely,
Jan Dart
Resident of Westminster Bradenton
222 12th St W Apt 201
Bradenton, FL 34205

From: Lisa Moore
To: pp
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Zoning
Date: Wednesday, February 5, 2025 3:43:49 PM

Hello Kevin and Janet,

Thank you for your email. Because this item is quasi-judicial in nature, I am not able to discuss it before the meeting, but am copying staff to include your remarks in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 2:30 PM, pp <ksandjr@aol.com> wrote:

You don't often get email from ksandjr@aol.com. Learn why this is important

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

Dear Councilwoman Moore,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be

presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

Kevin & Janet Life

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.

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Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

January 30, 2025

Mayor Gene Brown
Bradenton City Hall
101 Old Main St.
Bradenton, FL 34205

Dear Mayor Brown,

This e-mail is in the regards to the proposed amendment to the zoning laws for Westminster Bradenton to allow for increased building density.

Our names are Kevin and Janet Life. Prior to moving to Bradenton, we visited this beautiful city several times and realized what a friendly, vibrant community it is. Now after living here, we realize an important part of this is the Westminster community. As retired senior citizens, we are so happy that there is such a place that promotes health, wellness and longevity of life. Not only do they keep you mobile and vibrant, they assist you with continuous care throughout the rest of your life.

We respectfully ask that you will support the amendment that will be presented on February 12. This change is important for Westminster Bradenton to continue to care for its 400 residents. It is also important so Westminster can continue to support the Bradenton community thru taxes, employment, support of local businesses and restuarants and volunteer hours contributed by the residents.

We are not asking for a monumental change. We have been here for 70 years in a historically approved density. As you are aware, for unknown reasons, when Bradenton adopted new zoning laws we were labeled T-4. If you look at the buildings that have been here since 1965 and 1974, they fall more closely into the T-5 category and should have been grandfathered in. Look at the newer property around us and you will see they are already in T-5.

We understand there are a few residential neighbors that oppose this. All we can say is, unless they have been here 70 years, our buildings were here when they bought the house!! Due diligence requires you to look at your neighbors' property and see they own buildings.

Thank you so much for your consideration and we look forward to meeting you on February 12.

K Life
Kevin Life

Janet Life
Janet Life

From: Lisa Moore
To: Jo Ann Lovell
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Westminster Point Pleasant Zoning
Date: Wednesday, February 5, 2025 4:23:40 PM

Hello Jo Ann,

Thank you for your email. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am including staff so that they can include your comments to the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Feb 2, 2025, at 7:50 AM, Jo Ann Lovell <joannlovell@yahoo.com> wrote:

You don't often get email from joannlovell@yahoo.com. Learn why this is important

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

Dear Councilwoman Moore,

I'm sure you are aware of the Westminster Senior Living properties and the service the facility brings to older adults. Most members of the Point Pleasant community have deep roots in Manatee and Sarasota counties and add to the life of these communities. In addition, the facility employs some 1600 staff from the local community. Through the Westminster scholarship program, these employees have opportunity to develop additional skills contributing to the future of the wider community.

Westminster Point Pleasant is requesting the Bradenton City Commission to reinstate the zoning in place when the facilities were built. The current T-4 status does not reflect the reality of the existing facility and doesn't allow for replacement/enhancement of buildings on the current campus. The original status, T- 5, needs to be reinstated.

Your support is appreciated as our residents continue to live out their lives knowing the future of Point Pleasant is possible.

Sincerely,
Jo Ann Lovell
JoAnnLovell@yahoo.com
1700 3rd Ave W Apt 222
Bradenton, FL 34205

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January 30, 2025

Dear Members of the Bradenton City Council,

I support the amendment Westminster Bradenton has proposed to increase building density. I am just one of the 400+ residents who call this place home. Many of us have taken an active role in our community, volunteering to work with children/reading programs, helping at the libraries, working at the Market and working to keep our property beautiful.

I was a labor and delivery. RN for 28 years at Manatee Memorial. My husband was a Marine and my son a paratrooper. My husband's ashes rest in the National Cemetery. He was a small business owner. I am 78, a senior citizen, a volunteer, and a voter.

I respectfully ask the City Council to support the amendment that will be presented at the February12th meeting. Thank you for considering our perspective.

Sincerely,

Zoe A Martin

Resident of Westminster Point Pleasant
3315 4th Ave. W. Apt. 324
Bradenton, Florida 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Richard G Matheson
222 12th St. W. – Apt 102
Bradenton, FL 34204

1/28 2025

Mayor Gene Brown & Members of the Citify Council

As a10-year resident of "Downtown" Bradenton, I am writing to enlist you support to act positively and appropriately regarding the Westminster communities of Florida Corrected Zoning Petition to correct current unintended errors and restrictions currently contain in the city zoning City records that prejudicially affect the zoning on the property currently used by Westminster Communities in the downtown footprint.

The Westminster Community is my home and I share it with almost 400 senior Bradenton citizens. We Vote locally. We Shope local. We Dine locally. We are good law abiding and quiet neighbors and we love our home town and desire nothing but success and prosperity for the place we call home.

I am a 13-year US Coast Guard Veteran and a 30-year commercial airline pilot and have in lived in retirement in Florida for over thirty years with more than 20 of those years in Manatee County and Bradenton.

Please support the zoning amendment corrective action for the Westminster Community which you will consider on 12 February with a positive vote for the change petitioned.

Thank you.

Most Sincerely,

Richard G. Matheson

Richard G Matheson

January 30, 2025

Mayor Gene Brown and Members of the Bradenton City Council,

I support the restoration of the T5 Zone designation to the Westminster Bradenton property.

My name is Patricia Paul. I am one of more than 400 people who reside at Westminster Bradenton. I am a voter, a tax payer, and contribute to the prosperity of the Bradenton community.

Restoring the zoning density and building heights to the same requirements as those that existed when the buildings were built over 50 years ago would allow Westminster Bradenton to create and/or restore existing buildings to 21st century requirements. With updated buildings Westminster would be a greater asset to Bradenton. Newer buildings would enable Westminster to continue to attract residents that would contribute taxes, talents and prosperity to the Bradenton community.

Sincerely,

Patricia W. Paul
Resident of Westminster Bradenton
1700 3rd Ave West
Apartment 106
Bradenton, FL 34205

Gene Brown
Mayor
FEB 0 5 2025
RECEIVED
City of Bradenton, Florida

From: Lisa Moore
To: Barry Phelps
Cc: Robin D. Singer; Greg DeLong
Subject: Re: [EXTERNAL] Support for Westminster Amendment Feb.12
Date: Wednesday, February 5, 2025 4:00:35 PM

Hello Mrs. And Dr. Phelps,

Thank you for your email and your continued service to our wonderful community. Because of the quasi-judicial nature of this item, I am not permitted to discuss it outside of the meeting. I am copying staff so that your comments can be included in the meeting packet.

Lisa

Lisa Gonzalez Moore
Councilwoman, Ward 4
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205
Office (941) 932-9454
City Cell (941) 290-9302
www.bradentonFL.gov

On Jan 30, 2025, at 7:38 PM, Barry Phelps <cbphelps71@gmail.com> wrote:

You don't often get email from cbphelps71@gmail.com. Learn why this is important

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

Dear Ms Moore:

When we moved to Bradenton almost 12 years ago and became members of the Westminster Community our goal was to be active walkers in this delightful part of the city.

We could walk to church (FPC), walk to the public library for classes and read all sorts of books. We became financial contributors to the "Friends of the Library", walk the River Walk, even walk to doctors and Quest. Weather permitting, I walk to my hairdresser.

One of our favorites is our regular twice weekly walks to breakfast at Robbins Downtown on Old Main.

Local volunteering became an important of enjoying and GIVING BACK to

Bradenton. This includes:

Giving information to visitors at the weekly market at the Realize Bradenton Booth (and supporting them financially)

Working at the twice weekly pantry at our church

Being a pen pal to students at Ballard Elementary

Taking tickets at the Blues Festival

Getting ready for 5th year of Dive Into Reading (held at O'Bricks) for local children needing some extra help with reading

Participating in several "Keep Manatee Beautiful" clean up events

Donating frequently to local charity-based thrift shops like HOPE CHEST & ST VINCENT DE PAUL and patronizing Women's Resource center UNIQUE BOUTIQUE.

We are fully integrated into this community having voted in every local election and therefore we feel that we not only have the right but the obligation to ask you, our elected officials, to support that which will be presented to you on February 12.

Yours truly,

Catherine Phelps M.S. Principal American School SA

Barry Phelps Ph.D Penn State Engineering Prof. Emeritus

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January 27, 2025

Dear Members of the Bradenton City Council:

I have been a member of the Westminster Point Pleasant community in Independent Living since June, 2023. I very much want to remain in this community in the city of Bradenton at this location.

I respectfully urge the City Council to support the amendment that will be presented at the meeting on 2/12. This change will not only benefit me but will also significantly contribute to the overall diversity and continuity of care for the development planned in the downtown community.

Thank you, Sincerely,

Resident of Westminster Bradenton
Towers 420
1533 4th Avenue West
Bradenton Florida 34205

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Gene Brown
Mayor

FEB 0 5 2025

RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Richard Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I am a veteran and served in the Navy for 20 years.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Richard Uttich

Richard Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

Gene Brown
Mayor
FEB 05 2025
RECEIVED
City of Bradenton, Florida

Jan. 29.2025

Dear Mayor Brown:

I support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

My name is Roberta Uttich and I am one of more than 400 individuals who call Westminster Bradenton home. For 5 years, I have been an active member of this city, supporting local businesses, voting in local elections, volunteering paying taxes.

I respectfully urge the you and the City Council to support the amendment that will be presented at the meeting on Feb. 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

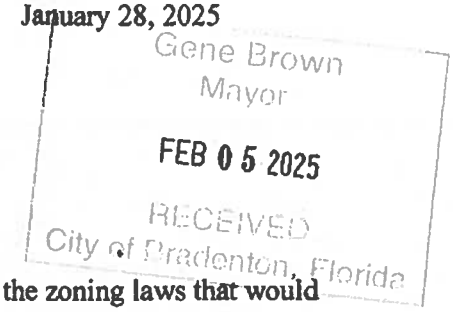
Thank you for considering our perspective.

Sincerely,

Roberta Uttich

Roberta Uttich
Resident of Westminster Bradenton
1533 4th Ave. W.
Bradenton, FL 34205

1700 3rd Ave. W
Apt. 1020
Bradenton, FL 34205
January 28, 2025



Mayor Gene Brown
Bradenton City Council
City Hall
Bradenton, Fl

Dear Mayor Brown,

I am writing to tell you that I support the proposed amendment to the zoning laws that would increase the current zoning density so that Westminster Communities can build appropriate buildings to house and ensure the well-being of its current and future residents. It is my understanding that when the area was last zoned, some sort of error was made so that Westminster Point Pleasant was included in the residentially zoned area instead of the zoning density that applied when the buildings here were built. Certainly the Zoning Board could not have intentionally reduced the approved density of buildings that already existed on the site, and had been there for about 50 years.

I have been living in the Shores Building for over three years, having moved here from Lakewood Ranch. I am an active, engaged, senior, who regularly votes. I also contribute hours of volunteer time, both in the City of Bradenton as well as in my immediate community. I also have a daughter who lives nearby who might want to come to live here at some point. I have been a resident of Manatee County for six years, having moved here from Pinehurst, NC, where I retired after 30 years working in the federal government as a writer, attorney and member of the Senior Executive Service. I moved here because I liked the idea of living in a Continuous Care Retirement Community in a small city where I would have walkable access to restaurants, shops, and other amenities, especially the beautiful Riverwalk, all of which I use regularly.

It was extremely distressing to me to learn that the neighborhood I enjoy walking in, saying hello to the people as I pass by, appeared to be so negative about Westminster's presence in this area in the opinions they voiced to the zoning board. This is especially so because so many of these neighbors have come to this area long after the Westminster buildings were built. Surely they knew that when those buildings got old they would eventually have to be replaced.

However, under the current zoning limits, these buildings could not be rebuilt to house the same number of people if it were necessary to do so. Nor is it possible for Westminster to build new buildings to house us in in the event that the current buildings would have to be razed for safety reasons. In fact, without the ability to improve its facilities, it is entirely possible that Westminster Point Pleasant would have to relocate to a more hospitable location. This would be a great shame because Westminster Communities of Florida got its start right here in Bradenton over 70 years ago.

As I am sure you know, Westminster is a good and valuable neighbor in this city. Our facility pays a substantial amount in property taxes. It employs about 1600 local residents who contribute to the local economy, as do our residents. Our residents also support many local institutions and organizations with their patronage and thousands of volunteer hours.

I believe that at this point, Westminster Communities would like to focus on our Bradenton Campus to create a premier attractive, upscale Retirement Community that would be an even greater asset to the city and would continue to bring more active, and financially able residents who would support the city's own efforts to modernize the infrastructure and improve the local amenities. This can only happen if the current misapplied zoning designation is corrected.

Sincerely yours,

Ruth Walker Robinson, Esq.

January 26, 2025

Dear Members of the Bradenton City Council,

We support Westminster Bradenton and the proposed amendment to the zoning laws that would allow for increased building density.

We are Marcia and Robert Schleif and are one of more than 400 individuals who call Westminster Bradenton home. We have lived here for 12 years. We have been active members of this city, supporting local businesses, voting in local elections, volunteering and paying taxes.

I am a veteran and served in the US Army for 3 years.

We volunteered with Realize Bradenton for 8 years including with two Blues Festivals.

We respectfully urge the City Council to support the amendment that will be presented at the meeting on February 12. This change will not only benefit the many residents, team members and supporters of Westminster Bradenton, but will also significantly contribute to the overall growth and prosperity of our greater community.

Thank you for considering our perspective.

Sincerely,

Marcia Schleif Robert Schleif

Marcia and Robert Schleif

Residents of Westminster Bradenton

1700 3rd Ave. W #1004

Bradenton, FL 34205

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 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: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 13, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Miscellaneous

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

SUBJECT: Election of Vice Mayor

SUGGESTED ACTION: Election of Vice Mayor.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to Section 8 of the City Charter, the council shall assemble and elect a vice mayor. After Mr. Cramer was selected as Police Chief, that seat has not been filled.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 17, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Bradenton in the amount of $10,000.00. Under the contract, Bradenton Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

Letter of Agreement and Contract

In this contract between the City of Bradenton ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed $10,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

Docusign Envelope ID: 0209CEBC-70C9-44FD-8D57-880128D55B71

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

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that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

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APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

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penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

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NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
  ☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $10,000.00

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EXHIBIT "C"

Locations for Bradenton Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
13	US 41/ TAMIAMI TRAIL	21ST AVENUE W	11TH AVENUE W	0.63	1	600	2400	MONDAY, TUESDAY, FRIDAY, SATURDAY, SUNDAY
15	US 41/ 1ST STREET	13TH AVENUE E	MARTIN LUTHER KING JR AVENUE E	0.25	2	1700	100	MONDAY, TUESDAY, SATURDAY
16	MANATEE AVENUE	57TH STREET W	53RD STREET W	0.22	2	700	1600	WEDNESDAY, FRIDAY, SATURDAY
19	59TH STREET W	33RD AVENUE DRIVE W	29TH AVENUE W	0.12	2	1100	2100	MONDAY, TUESDAY
25	CORTEZ ROAD	71ST STREET W	66TH STREET W	0.36	2	1100	1900	TUESDAY, WEDNESDAY, THURSDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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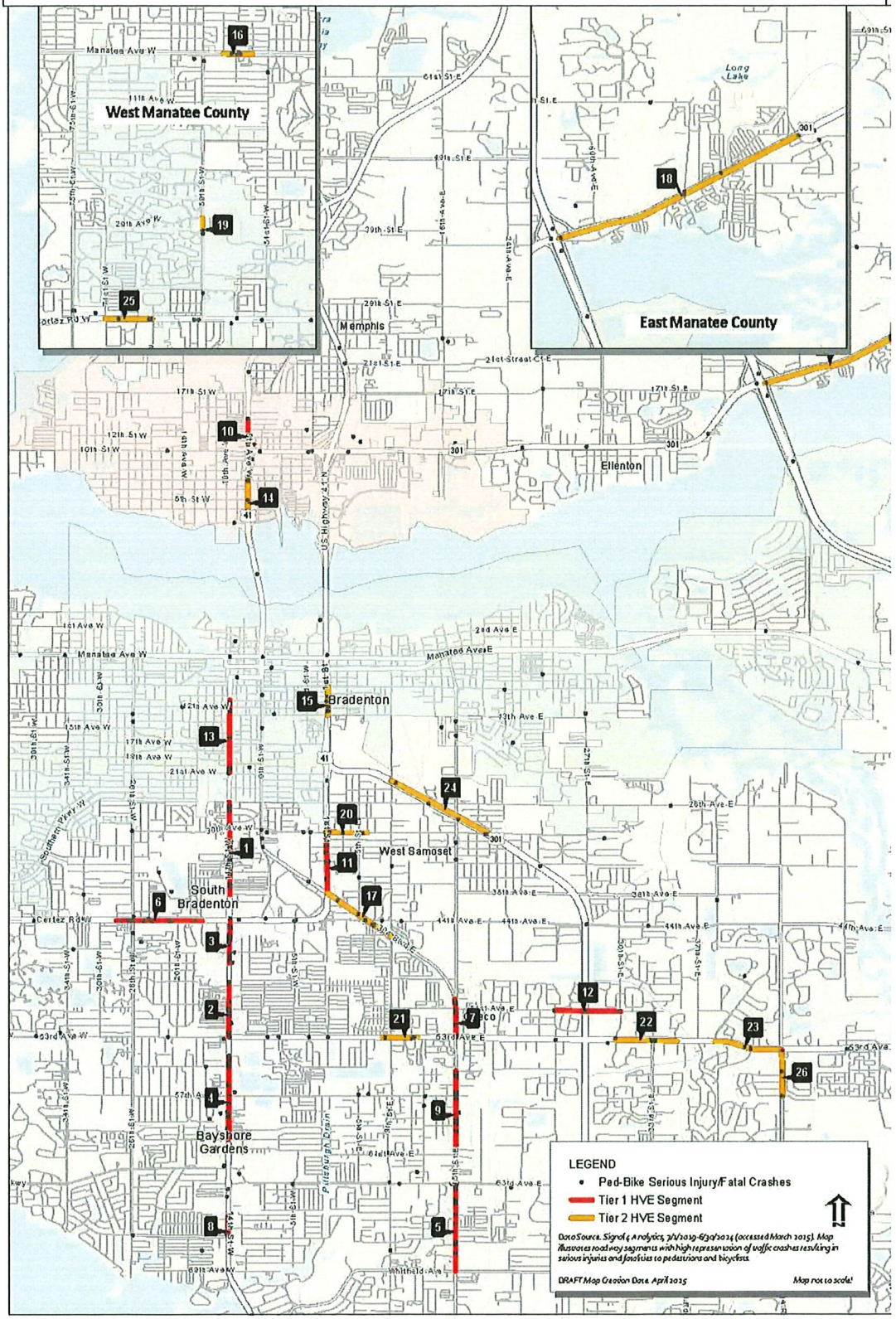
EXHIBIT "C"

2025-2026 HIGH VISIBILITY ENFORCEMENT PROGRAM
MANATEE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Bradenton

Address: 100 10th St W, Bradenton, FL 34205

Vendor's Authorized Agent Signature — Date

Printed Name — Title

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
07/23/2025 | 9:52 AM EDT
FDOT APPROVAL

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Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.

ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

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vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

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liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.